

# == NOTICE OF MEETING ==

## **BOARD OF ALDERMEN**

*Regular Meeting – Tuesday, October 13, 2020 – 6:00 p.m.*  
Council Chambers – Branson City Hall – 110 W. Maddux

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NOTE: In an effort to follow the recommendations of the Centers for Disease Control to limit the spread of COVID-19 and to protect the health and safety of those in attendance, the City of Branson encourages the public to view the live streaming of this meeting on the City of Branson, Missouri, website at: [www.bransonmo.gov/livestream](http://www.bransonmo.gov/livestream). For those that wish to attend the Board meeting in person, face coverings are required inside the council chambers and the occupant load of the council chambers and viewing area(s) will be limited. Additionally, oral communications to the Board, comments and discussion on agenda items may be limited by the presiding officer of the meeting.

## **AGENDA**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION:**

- **Ted Martin**

### **ROLL CALL**

### **AWARDS/RECOGNITIONS:**

- **Employee of the Month:**
  - a) **Stephanie Crawford of the Utilities Department to be presented by Alderman Bill Skains.**

### **PUBLIC COMMENT:**

**To speak during public comment, please sign the speaker sign-up sheet located at the front door of the council chambers prior to the start of the meeting.**

### **CONSENT AGENDA:**

- 1) **Approval of Board of Aldermen Minutes:**
  - a) **September 22, 2020 Regular Meeting**
  - b) **September 24, 2020 Joint Meeting**
- 2) **Acknowledge Receipt of Minutes:**
  - a) **Planning Commission Regular Meeting of August 4, 2020**

- 3) **Final Reading of Bill No. 5863 approving the contract renewal of WCA Waste Corporation pertaining to trash removal for the City of Branson and authorizing the Mayor to execute the contract.**
- 4) **Final Reading of Bill No. 5864 approving the contract renewal with John Morris Equipment & Supply Company for furnishing and maintaining coin-operated laundry equipment in the Branson Lakeside RV Park and authorizing the Mayor to execute the contract.**
- 5) **Final Reading of Bill No. 5865 approving the contract with Snellgrove Outdoor Services LLC pertaining to mowing and weed eating services and authorizing the Mayor to execute the contract.**
- 6) **Final Reading of Bill No. 5866 approving the contract of Prolawn and Landscape pertaining to tree trimming for the City of Branson and authorizing the Mayor to execute the contract.**
- 7) **Final Reading of Bill No. 5867 amending the adopted 2020 Budget for the City of Branson to adjust monies for the Parks Internal Service Fund.**
- 8) **Final Reading of Bill No. 5868 amending the adopted 2020 Budget for the City of Branson to adjust monies for the Water Sewer Capital Fund.**
- 9) **Final Reading of Bill No. 5869 approving a reimbursement with Aldi Inc. pertaining to the installation of a Sewer Main Extension and authorizing the Mayor to execute the contract.**
- 10) **Final Reading of Bill No. 5870 approving the renewal of a contract with PDC Laboratories, Inc. for wastewater analysis for the City's Wastewater Treatment Facilities and authorizing the Mayor to execute the contract.**
- 11) **Final Reading of Bill No. 5871 approving the renewal of a contract with Central Power Systems & Services for generator and backup pump maintenance for the Utilities and Fire Departments and authorizing the Mayor to execute the contract.**
- 12) **Final Reading of Bill No. 5872 approving the third renewal of the services contract with Specialty Air Conditioning Services, Inc. pertaining to HVAC maintenance services for the City and authorizing the Mayor to execute the contract.**
- 13) **Final Reading of Bill No. 5873 approving the second renewal of the services contract with Bill's Electric, Inc. pertaining to electrical maintenance services for the City and authorizing the Mayor to execute the contract.**
- 14) **Final Reading of Bill No. 5874 approving the first renewal of the services contract with D.H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield pertaining to overhead door maintenance services for the City of Branson facilities and authorizing the Mayor to execute the contract.**
- 15) **Final Reading of Bill No. 5875 approving the 2021 Medical Insurance Premiums from Anthem Blue Cross and Blue Shield for the City of Branson and authorizing the Mayor to execute the contract.**

- 16) **Final Reading of Bill No. 5876 approving the 2021 Life & AD&D Insurance Premiums from Anthem Life Insurance Company for the City of Branson and authorizing the Mayor to execute the contract.**
- 17) **Final Reading of Bill No. 5877 approving the 2021 Dental Insurance Premiums from Delta Dental of Missouri for the City of Branson.**
- 18) **Final Reading of Bill No. 5878 approving the City of Branson's Employer and Employee Costs for 2021 Medical, Dental and Life Insurance Coverages and the City's contributions to Employee Health Savings Accounts.**

**REGULAR:**

- 19) **A Resolution certifying the 2020 LAGERS Delegates.**
- 20) **Public Hearing and a Resolution of the City of Branson, Missouri, stating intent to seek funding through the Community Development Block Grant Program and authorizing the Mayor to pursue activities in an attempt to secure funding.**
- 21) **A Resolution approving a Special Event Permit Application for Branson's Adoration Parade.**
- 22) **A Resolution of Support for a Housing Development by North Star Housing, LLC, located at 325 Wildwood Drive.**
- 23) **First Reading of Bill No. 5879 extending Ordinance 2020-0072 to combat the community spread of COVID-19.**
- 24) **Public Hearing and First Reading of Bill No. 5880 approving the Annexation of the properties located at 121 Lenhart Lane.**
- 25) **Public Hearing and First Reading of Bill No. 5881 amending Appendix A of the Branson Municipal Code pertaining to Utilities Fee Schedule.**
- 26) **First Reading of Bill No. 5882 approving the renewal of the contract with Affinity Chemical, LLC for the purchase of operational chemicals used in the City's Wastewater Treatment Process and authorizing the Mayor to execute the contract.**
- 27) **First Reading of Bill No. 5883 approving the renewal of the contract with Brenntag Mid-South, Inc. for the purchase of operational chemicals used in the City's Water and Wastewater Treatment Processes and authorizing the Mayor to execute the contract.**
- 28) **First Reading of Bill No. 5884 approving the renewal of the contract with Hawkins, Inc. for the purchase of operational chemicals used in the City's Water and Wastewater Treatment Processes and authorizing the Mayor to execute the contract.**
- 29) **First Reading of Bill No. 5885 approving a contract with CDW Government, LLC pertaining to the purchase of computer hardware and software and authorizing the Mayor to execute the contract.**

- 30) **First Reading of Bill No. 5886 approving the Memorandum of Understanding with Branson School District pertaining to providing four School Resource Officers, one at each Branson School District Campus and authorizing the Mayor to execute the contract.**
- 31) **First Reading of Bill No. 5887 approving the renewal of the contract with NRoute Enterprises LLC. to provide vehicle equipment installation and repair services and authorizing the Mayor to execute the contract.**
- 32) **First Reading of Bill No. 5888 accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of concrete and authorizing the Mayor to execute the contract.**
- 33) **First Reading of Bill No. 5889 accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt for the Public Works Streets Department and authorizing the Mayor to execute the contract.**
- 34) **First Reading of Bill No. 5890 approving the first renewal of the services contract with Under the Wire, LLC pertaining to traffic signal maintenance services for the City and authorizing the Mayor to execute the contract.**
- 35) **First Reading of Bill No. 5891 approving the 2021 Delta Vision Plan Premiums through Delta Dental of Missouri for the City of Branson and authorizing the Mayor to execute the contract.**
- 36) **First Reading of Bill No. 5892 approving payments for the 2021 Supplemental Insurance Premiums, Flexible Spending Accounts and Health Savings Accounts and approving enrollment of all health coverages to be managed through American Fidelity Assurance Company and authorizing the Mayor to execute the contract.**
- 37) **First Reading of Bill No. 5893 approving the renewal of the contract with Taney County Health Department for Public Health Services and authorizing the Mayor to execute the contract.**
- 38) **First Reading of Bill No. 5894 approving the renewal of the contract with Capitol Solutions Consulting pertaining to Lobbying Services and authorizing the Mayor to execute the contract.**
- 39) **First Reading of Bill No. 5895 approving the amendment to the contract with Taney County, Mo pertaining to reimbursement for certain qualified expenses for the Taney County General Aviation Airport and authorizing the Mayor to execute the contract.**
- 40) **First Reading of Bill No. 5896 approving the Intergovernmental Agreement between Taney County and the City of Branson pertaining to reimbursement for certain qualified expenses from the Coronavirus Aid, Relief and Economic Security Act and authorizing the Mayor to execute the contract.**
- 41) **First Reading of Bill No. 5897 approving the amendments to the Lease Agreements with Hughes Entertainment, Inc., Tans Enterprise LLC, Branson's Best, Inc., and Recreational Investment & Management Corp. pertaining to a reduction in base rent for Fiscal Year 2020 and authorizing the Mayor to execute the contract.**

- 42) **First Reading of Bill No. 5898 approving the option agreement for the contract for sale of the property commonly known as the “Old High School” located at 300 S. 6<sup>th</sup> Street and authorizing the mayor to execute all documents and other actions in connection with the purchase.**
- 43) **First Reading of Bill No. 5899 amending Chapter 2 Section 28 of the Branson Municipal Code pertaining to Administrative and Supervisory Committees.**

## **REPORTS**

## **ADJOURN**

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*Where Values are the Difference*

**OCTOBER: OPEN COMMUNICATION/TRANSPARENCY**

**Open Sharing of information between employees, citizens and visitors**

For more information please visit [www.bransonmo.gov](http://www.bransonmo.gov) or contact:

Lisa Westfall, City Clerk, 417-337-8522

Posted: October 8, 2020

At: \_\_\_\_\_ By: \_\_\_\_\_



# STAFF REPORT

**ITEM/SUBJECT:** RECOGNIZING STEPHANIE CRAWFORD OF THE UTILITIES DEPARTMENT AS THE SERVICE AND EXCELLENCE EMPLOYEE OF THE MONTH FOR OCTOBER, 2020.

**INITIATED BY:** EMPLOYEE OF THE MONTH COMMITTEE

**DATE:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

PRESENTATION BY ALDERMAN:

It is my privilege to present the City of Branson’s “Service and Excellence” Employee of the Month award for October 2020, to Utilities Office Assistant, Stephanie Crawford.

This award is to recognize employees who have gone above and beyond, and whose performance exemplifies the City of Branson values.

Stephanie has done an exceptional job stepping up and making sure things get done during what has been a tough few months for everyone. Not only has she come up with a system to keep us all organized during a chaotic time but she has also created an online training program for employees to access and keep up with training during their scheduled week off during COVID-19.

Not only that but in her spare time Stephanie has also helped with career days, coordinating emergency management training, and saved the City money by creating and printing our own water quality brochure.

There isn’t much Stephanie won’t do to help others and is always looking for ways to improve the way we do things to make everything more efficient.

On behalf of the Mayor, Board of Aldermen, City Administrator, and City staff, it is my honor to present this plaque naming Stephanie Crawford as the City of Branson’s October 2020, “Service and Excellence” Employee of the Month.

Congratulations and keep up the good work!

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Good Governance (PBB)

**ATTACHED EXHIBITS:**

**MINUTES**  
**THE REGULAR MEETING OF THE**  
**BOARD OF ALDERMEN**  
**CITY OF BRANSON, MISSOURI**  
**September 22, 2020**

**INTRODUCTORY**

The Board of Aldermen of the City of Branson, Missouri, met in regular session in the Council Chambers of the City Hall on September 22, 2020, at 6:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance," the Preamble of the Missouri Constitution and Jamie Rouch gave the invocation.

**ROLL CALL**

City Clerk Lisa Westfall called roll: Mayor Akers presiding, Julia King, Jamie Whiteis, Bob Simmons, Bill Skains, Larry Milton and Jeff Seay.

**PUBLIC COMMENT**

Mayor Akers made a statement regarding decorum and asked anyone speaking on an item that they keep their comments as succinct as there is a five minute time limit. On public discussion, once the Board starts its discussion, no additional comments will be taken from the audience unless an Alderman wishes to call someone back for clarification. Please speak into the microphone, state your name and address for the record.

Doug Clark, 121 A Saint Andrews Street, Branson, Missouri, said he's been researching vaccines and diseases since the 1970s and reported seeing a rather negative result of what's happening now. He explained what people are dealing with now is not uncommon in the medical community, because vaccines and viruses are created in labs. He mentioned viruses and vaccines have proprietary patents on them because they're sold to maintain a profit. Mr. Clark stated it's illegal for people to be doing that and is a conflict of interest at best, criminal activity at worst. Whistleblowers have tried to point this out and one can imagine what happened to them. He recalled there was a lady named Bernice Eddy who worked for Merck and was one of the virologists involved with the polio vaccine when it first came out. She was in charge of overseeing the injections into rabbits and mice and she noticed tumors growing all over these lab animals. At the time, they didn't have the facilities to examine exactly what happened, but she went to the board at Merck to explain that she didn't know what was happening, but she saw an explosion of cancer. Mr. Clark reported a lot of what she said was true, but they shoved her off into a corner and she never got another grant or anything to her advantage. This went on for quite a while and towards the 1970s people came up with the identification of the aids virus and then tried to blame it on the cause of aids. Dr. Anthony Fauci was heavily involved with this and was pushing azidothymidine (AZT), but a lady who was doing the research was trying to push interferon because it had a better way of working with the virus. Mr. Clark explained this was the start of her demise because she went against the protocols of Dr. Fauci. Later in 2009, she put out a paper that basically said all of the cancers and diseases exploding since the 1980s were the result of animal DNA in vaccines. They use mice, rabbits, cats, cows, minks and the vaccines have animal recombinant DNA intermingled with whatever else is in the vaccines, which causes problems. Not immediately, but over a period of time when a person's system gets older. He reported one chain in the DNA that oversees the immune system and puts out antibodies to make sure a person doesn't get a

disease, goes out of kilter in 20 to 30 years. Bernice Eddy and this other lady predicted there would be future onslaughts of various types of cancers like sarcomas and brain stem tumors and he pointed out the track record of the increases in diseases. This is due to a wholesale, free-for-all in the vaccine industry, because the major medical producers of vaccines got a liability exclusion in 1986, so they're not able to be sued and Dr. Fauci incorporated that. He asked the Board what they'd do if they could make as many vaccines as they wanted, not test them and then require everybody to take one. The only vaccines he remembers his kids taking in the 1980s were the measles, mumps and rubella (MMR) and diphtheria, pertussis and tetanus (DPT) vaccines. Now there are 78 diseases kids take vaccines for and they're causing a lot of damage to people. A person has to look in the material records to see what's happening and he recommended a couple of books written by Judy Mikovits called *Plague* and *Plague of Corruption*. Mr. Clark explained she was fired from the position she had and in the books she lays out the corruption at the Centers for Disease Control (CDC) and how it's occurred throughout the years. She suggests getting some alternative information beside the CDC's for making decisions. He reported the vaccine currently being worked is not very good and will not do well for everybody.

Allona Morris, 3515 Arlene Drive, Branson, Missouri, said she'd like to read a poem she fell in love with and mentioned she used to spend her summers in Michigan going to a summer camp. She memorized this poem for a gentleman at the camp and she realized how powerful positive words were to people and she hopes it touches the Board as it did that gentleman. She stated it's by Elizabeth Barrett Browning and she read: "How do I love thee? Let me count the ways. I love thee to the depth and breadth and height my soul can reach, when feeling out of sight. For the ends of being and ideal grace. I love thee to the level of every day's most quiet need, by sun and candlelight. I love thee freely, as men strive for right. I love thee purely, as they turn from praise. I love thee with the passion put to use in my old griefs, and with my childhood's faith. I love thee with a love I seemed to lose with my lost saints. I love thee with the breath, smiles, tears, of all my life; and, if God choose, I shall but love thee better after death." She thanked the Board for allowing her to read the poem.

## CONSENT AGENDA

Mayor Akers asked if there were any citizens who had any items they wished to have removed from the Consent Agenda for further discussion. Layne Richards requested Item Number 8 be removed from the Consent Agenda and placed on the Regular Agenda. Mayor Akers asked if any member of the Board had any items they wished to have removed from the Consent Agenda. Hearing none, Mayor Akers asked City Clerk Lisa Westfall to read the items on the Consent Agenda as amended. City Clerk Lisa Westfall read the following Consent Agenda items by title.

Approval of Board of Aldermen Minutes:

- a) September 3, 2020 Special Study Session
- b) September 8, 2020 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Advisory Park Board meeting of August 18, 2020

Acknowledge Receipt of Annexation Petition filed for:

- a) Property located at 121 Lenhart Lane, Branson, Missouri

**BILL NO. 5856**  
**Ord. No. 2020-0102**

**Approving an amendment to the contract with CDW Government, LLC pertaining to the purchase of computer hardware and software.**

Final Reading of Bill No. 5856, an ordinance approving an amendment to the contract with CDW Government, LLC pertaining to the purchase of computer hardware and software and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0102 was duly enacted.

**BILL NO. 5857**  
**Ord. No. 2020-0103**

**Approving a services contract with Highway Safety Solutions pertaining to repair and replacement of guardrail in various locations.**

Final Reading of Bill No. 5857, an ordinance approving a services contract with Highway Safety Solutions pertaining to repair and replacement of guardrail in various locations and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0103 was duly enacted.

**BILL NO. 5858**  
**Ord. No. 2020-0104**

**Approving an agreement with the Missouri Highway and Transportation Commission for bridge deck repair on Route 65.**

Final Reading of Bill No. 5858, an ordinance approving an agreement with the Missouri Highway and Transportation Commission for bridge deck repair on Route 65 and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0104 was duly enacted.

**BILL NO. 5859**  
**Ord. No. 2020-0105**

**Approving the contract with Chemtrade Chemicals US, LLC for the purchase of operational chemicals used in the City's water treatment processes.**

Final Reading of Bill No. 5859, an ordinance approving the contract with Chemtrade Chemicals US, LLC for the purchase of operational chemicals used in the City's water treatment processes and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0105 was duly enacted.

Mayor Akers opened the floor for a motion to approve all items on the Consent Agenda as amended. Alderman Skains so moved, seconded by Alderman King. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

## **REGULAR AGENDA**

**BILL NO. 5861**  
**Ord. No. 2020-0106**

**Amending the adopted 2020 Budget for the City of Branson, to adjust monies for the General Fund and the Convention Center Fund.**

Final Reading of Bill No. 5861, an ordinance amending the adopted 2020 Budget for the City of Branson, to adjust monies for the General Fund and the Convention Center Fund was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5861. Alderman Skains so moved,

seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Layne Richards, 265 Buzz Street, Branson, Missouri, explained when she heard about the proposed transfer of funds two weeks ago, she was very much against it because she felt businesses in Branson had been hit hard by the pandemic. It seemed to her \$300,000 to keep the lights on was way too much money since she's a fiscally conservative person. She thought if the City was going to give out money there are a lot more businesses it could be given to besides the Branson Convention Center. One thing she's learned from being a political campaign manager is she can't make a decision without all the facts, so she met with Sam Voisin, General Manager of the Branson Convention Center, and its sales lead, both of whom were happy to explain to her the costs associated with operating the Convention Center. She mentioned it's still hosting events and it books events one to two years in advance, so it can't just shut down, which she didn't know. She explained people still have to be paid now so they can host events later next year and into 2022. She also asked them about the Convention Center's economic impact and mentioned thousands of visitors coming to town for events are going to contribute to the economy as they will spend money at other places such as shows, restaurants and shops. She expressed skepticism over numbers from original sources since people always tend to put out the most positive scenarios. Ms. Richards commented Mr. Voisin estimates over the next few months the Convention Center will generate \$15 million in economic impact for Branson. She added, even if it brings in half of that, it's still \$7 million to \$8 million, and the Convention Center is only asking for \$350,000. So instead of looking at this negatively, she looks at this as Branson investing in itself which should be done more often. She supports this transfer and believes it will benefit Branson over the next few months. She thanked the Board for its time.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0106 was duly enacted.

### **Presentation on Christmas Lights.**

A presentation on Christmas Lights was provided by Ann McDowell, Executive Director of the Branson Christmas Coalition and a staff report was provided by Public Works Director and City Engineer Keith Francis and Parks and Recreation Director Cindy Shook. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion.

### **BILL NO. 5863**

#### **Approving the contract renewal with WCA Waste Corporation pertaining to trash removal for the City of Branson.**

First Reading of Bill No. 5863, an ordinance approving the contract renewal with WCA Waste Corporation pertaining to trash removal for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Parks and Recreation Director Cindy Shook. Mayor Akers asked for a motion approving Bill No. 5863. Alderman Milton so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

### **BILL NO. 5864**

#### **Approving the contract renewal with John Morris Equipment & Supply Company for furnishing and maintaining coin-operated laundry equipment in the Branson Lakeside RV Park.**

First Reading of Bill No. 5864, an ordinance approving the contract renewal with John Morris Equipment & Supply Company for furnishing and maintaining coin-operated laundry equipment in the

Branson Lakeside RV Park and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Parks and Recreation Director Cindy Shook. Mayor Akers asked for a motion approving Bill No. 5864. Alderman King so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**Alderman Skains left the meeting at 6:55 p.m. and returned at 6:56 p.m.**

**BILL NO. 5865**

**Approving the contract with Snellgrove Outdoor Services LLC pertaining to mowing and weed eating services.**

First Reading of Bill No. 5865, an ordinance approving the contract with Snellgrove Outdoor Services LLC pertaining to mowing and weed eating services and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Parks and Recreation Director Cindy Shook. Mayor Akers asked for a motion approving Bill No. 5865. Alderman King so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5866**

**Approving the contract of Prolawn and Landscape pertaining to tree trimming for the City of Branson.**

First Reading of Bill No. 5866, an ordinance approving the contract of Prolawn and Landscape pertaining to tree trimming for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Parks and Recreation Director Cindy Shook. Mayor Akers asked for a motion approving Bill No. 5866. Alderman King so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5867**

**Amending the adopted 2020 Budget for the City of Branson to adjust monies for the Parks Internal Service Fund.**

First Reading of Bill No. 5867, an ordinance amending the adopted 2020 Budget for the City of Branson to adjust monies for the Parks Internal Service Fund was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5867. Alderman Whiteis so moved, seconded by Alderman King. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5868**

**Amending the adopted 2020 Budget for the City of Branson to adjust monies for the Water Sewer Capital Fund.**

First Reading of Bill No. 5868, an ordinance amending the adopted 2020 Budget for the City of Branson to adjust monies for the Water Sewer Capital Fund was read by title by City Clerk Lisa Westfall

and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5868. Alderman Milton so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5869**

**Approving a reimbursement with Aldi Inc. pertaining to the installation of a Sewer Main Extension.**

First Reading of Bill No. 5869, an ordinance approving a reimbursement with Aldi Inc. pertaining to the installation of a Sewer Main Extension and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Utilities Director Mike Ray. Mayor Akers asked for a motion approving Bill No. 5869. Alderman Skains so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5870**

**Approving the renewal of a contract with PDC Laboratories, Inc. for wastewater analysis for the City's Wastewater Treatment Facilities.**

First Reading of Bill No. 5870, an ordinance approving the renewal of a contract with PDC Laboratories, Inc. for wastewater analysis for the City's Wastewater Treatment Facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Utilities Director Mike Ray. Mayor Akers asked for a motion approving Bill No. 5870. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5871**

**Approving the renewal of a contract with Central Power Systems & Services for generator and backup pump maintenance for the Utilities and Fire Departments.**

First Reading of Bill No. 5871, an ordinance approving the renewal of a contract with Central Power Systems & Services for generator and backup pump maintenance for the Utilities and Fire Departments and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Utilities Director Mike Ray. Mayor Akers asked for a motion approving Bill No. 5871. Alderman King so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5872**

**Approving the third renewal of the services contract with Specialty Air Conditioning Services, Inc. pertaining to HVAC maintenance services for the City.**

First Reading of Bill No. 5872, an ordinance approving the third renewal of the services contract with Specialty Air Conditioning Services, Inc. pertaining to HVAC maintenance services for the City and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion

approving Bill No. 5872. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5873**

**Approving the second renewal of the services contract with Bill's Electric, Inc. pertaining to electrical maintenance services for the City.**

First Reading of Bill No. 5873, an ordinance approving the second renewal of the services contract with Bill's Electric, Inc. pertaining to electrical maintenance services for the City and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5873. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5874**

**Approving the first renewal of the services contract with D.H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield pertaining to overhead door maintenance services for the City of Branson facilities.**

First Reading of Bill No. 5874, an ordinance approving the first renewal of the services contract with D.H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield pertaining to overhead door maintenance services for the City of Branson facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5874. Alderman Milton so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**Mayor Akers left the meeting at 7:26 p.m. He disclosed his conflict of interest pertaining to the next four items due to his son's involvement in the insurance business. Acting President Simmons presided over the meeting.**

**BILL NO. 5875**

**Approving the 2021 Medical Insurance Premiums from Anthem Blue Cross and Blue Shield for the City of Branson.**

First Reading of Bill No. 5875, an ordinance approving the 2021 Medical Insurance Premiums from Anthem Blue Cross and Blue Shield for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Human Resources Director Jan Fischer. Acting President Simmons asked for a motion approving Bill No. 5875. Alderman King so moved, seconded by Alderman Milton. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

**BILL NO. 5876**

**Approving the 2021 Life & AD&D Insurance Premiums from Anthem Life Insurance Company for the City of Branson.**

First Reading of Bill No. 5876, an ordinance approving the 2021 Life & AD&D Insurance Premiums from Anthem Life Insurance Company for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Human Resources Director Jan Fischer. Acting President Simmons asked for a motion approving Bill No. 5876. Alderman King so moved, seconded by Alderman Skains. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

**BILL NO. 5877**

**Approving the 2021 Dental Insurance Premiums from Delta Dental of Missouri for the City of Branson.**

First Reading of Bill No. 5877, an ordinance approving the 2021 Dental Insurance Premiums from Delta Dental of Missouri for the City of Branson was read by title by City Clerk Lisa Westfall and a staff report was provided by Human Resources Director Jan Fischer. Acting President Simmons asked for a motion approving Bill No. 5877. Alderman Skains so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

**BILL NO. 5878**

**Approving the City of Branson's Employer and Employee Costs for the 2021 Medical, Dental and Life Insurance Coverages and the City's contributions to Employee Health Savings Accounts.**

First Reading of Bill No. 5878, an ordinance approving the City of Branson's Employer and Employee Costs for the 2021 Medical, Dental and Life Insurance Coverages and the City's contributions to Employee Health Savings Accounts was read by title by City Clerk Lisa Westfall and a staff report was provided by Human Resources Director Jan Fischer. Acting President Simmons asked for a motion approving Bill No. 5878. Alderman King so moved, seconded by Alderman Milton. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

**Mayor Akers returned to the meeting at 7:35 p.m.**

## **MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS**

Alderman Simmons mentioned attending a meeting yesterday in which he received questions on the entire process regarding the face mask ordinance. Some people are dissatisfied, not necessarily with the ordinance itself, but with the process and he tried to explain the process is the same as it's always been, but just a different situation due to the amount of people. He received a complaint that he'd like to own up to, which was he didn't reply to every email that came in. He explained he didn't reply unless the email had a question or something he felt needed to be answered. If they were just giving their opinion, he didn't answer them and he feels this was probably a mistake and should have tried answering all of the emails.

He hopes in the future there won't be an exact situation like that again, but it's one the Board hasn't dealt with before.

Alderman Skains welcomed Hobby Lobby to Branson and said he's glad to see them open and he looks forward to welcoming Aldi into the community. He wished his daughter a happy birthday and commented for those who've found it difficult to quarantine, mask or distance themselves, she's had to do it since she was 16 years old. She's now 32 and he feels it's not that difficult and is what people do to keep their friends and family alive.

Alderman Milton thanked City Staff for getting their annual renewal contracts done early in the year for next years' contracts. He expressed appreciation for this and not waiting until the last minute.

Alderman Seay announced the 47<sup>th</sup> Annual Autumn Daze Arts, Crafts & Music Festival was a success and mentioned receiving a lot of good comments regarding the re-opening of the recycling center.

Mayor Akers announced the recycling center will open tomorrow until it's ready for the County to take over its operation, equipment and everything at their site. He thanked Layne Richards for doing her homework and research which he wishes everyone who comes to speak to the Board would take the time to do. Mayor Akers commented it's been a difficult time for a lot of people and he thinks it's important to keep things in perspective. He explained he wears a face covering in public for three reasons; the first reason being humility. He doesn't know if he has COVID-19 and believes people can spread the disease even when they don't have symptoms. The second reason is out of kindness, because he doesn't know who might have a child battling cancer or may be caring for their elderly mom; while he might be fine, they might not. The third reason being, it's for the community. He wants the community to thrive, businesses to stay open, employees to stay healthy and he believes keeping a lid on COVID-19 helps everyone.

## EXECUTIVE SESSION

Mayor Akers asked for a motion to go into closed executive session. Alderman Simmons moved to go into closed executive session pursuant to 610.021.2 RSMo for real estate, seconded by Alderman Milton. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried.

## ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Skains so moved, seconded by Alderman Whiteis. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Meeting adjourned at 7:42 p.m.

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E. Edd Akers  
Mayor

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Lisa Westfall  
City Clerk

# MINUTES

JOINT MEETING OF THE BOARD OF ALDERMEN  
BUDGET AND FINANCE COMMITTEE AND  
CAPITAL IMPROVEMENT COMMITTEE  
CITY OF BRANSON, MISSOURI  
September 24, 2020

## INTRODUCTORY

The Board of Aldermen, Budget & Finance Committee and Capital Improvement Committee of the City of Branson, Missouri, met for a Joint Meeting in the Council Chambers at the Branson City Hall on September 24, 2020, at 12:12 p.m.

## ROLL CALL

Mayor Akers presiding, Jamie Whiteis, Bob Simmons, Larry Milton and Jeff Seay. Absent: Julia King and Bill Skains.

Also present from the Capital Improvement Committee were: Edd Akers, Stan Dobbins, Michael Pinkley and Gerald Buckley. Absent: Bill Skains and Julia King.

Also present from the Budget & Finance Committee were: Bob Simmons, Larry Milton, Edd Akers, Stan Dobbins, Pamela Yancey and Rod Romine.

## AGENDA

Presentation and Discussion of Proposed 2021 Budget.

Review of Water/Sewer Rates

**The meeting recessed at 1:40 p.m. and reconvened at 1:48 p.m.**

**The meeting recessed at 2:17 p.m. and 2:20 p.m.**

## ADJOURN

Mayor Akers asked for a motion to adjourn the Board of Aldermen Meeting. Alderman Simmons so moved, seconded by Alderman Whiteis. Voting aye: Whiteis, Simmons, Milton and Seay. Absent: King and Skains. Motion carried. The meeting adjourned at 2:28 p.m.

Mayor Akers asked for a motion to adjourn the Capital Improvement Committee meeting. Michael Pinkly so moved, seconded by Stan Dobbins. Voting aye: Akers, Dobbins, Pinkley and Buckley. Nays: none. Absent: Skains and King. Motion carried.

Mayor Akers asked for a motion to adjourn the Budget and Finance Committee meeting. Pamela Yancey so moved, seconded by Rod Romine. Voting aye: Simmons, Milton, Akers, Dobbins, Yancey and Romine. Nays: none. Motion carried.

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E. Edd Akers  
Mayor

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Lisa K. Westfall  
City Clerk

**PLANNING COMMISSION  
REGULAR MEETING**

August 4, 2020  
7:00 PM  
Council Chambers

This meeting was held virtually due to the COVID-19 virus and the recommendations of the Centers for Disease Control along with the State and City Emergency Proclamations that were in effect. The Planning Commission and City staff joined the meeting on an online platform.

**CALL TO ORDER**

**ROLL CALL**

Commissioners Present: Commissioners Howden, Loyd, Nichols, Pinkley, Richards, Romine, Seay, Vice-Chairperson Davis and Chairperson Harris

Commissioners Absent: Commissioners O’Day

Staff Present: Joel Hornickel Planning & Development Director  
Chris Lebeck City Attorney  
Keith Francis Public Works Director  
Randy Fogle Division Fire Chief of Technical Services  
Tara Norback Utilities Plan Reviewer

**PUBLIC COMMENTS**

None.

**REGULAR AGENDA ITEMS**

**1. Approve Minutes**

a) July 7, 2020 Regular Meeting

MOTION:

Motion by Commissioner Loyd and seconded by Commissioner Davis to approve the July 7, 2020 as presented by staff. Motion unanimously carried.

**OLD BUSINESS**

None.

**PUBLIC HEARING AGENDA ITEMS**

- 2. Request for a Zoning Change from Community Commercial (CC) to High Density Residential (HDR) Zoning for the Property Located at 340 Gretna Road, Branson, Missouri.  
Project No. ZO20-4 (ZO20-000004)  
Owner/Applicant: Elevate Branson/Bryan Stallings**

Speakers: Mr. Bryan Stallings

MOTION:

Motion by Vice-Chairperson Davis and seconded by Commissioner Loyd to approve Resolution ZO20-4 as presented.

AYES: Commissioners Loyd, Pinkley, Romine, Seay, Vice-Chairperson Davis and Chairperson Harris  
NOES: Commissioners Howden, Nichols and Richards  
ABSTAIN: None  
ABSENT: Commissioner O'Day

Motion to approve Resolution ZO20-4 carried with a 6-3 vote.

**COMMISSIONER & STAFF REPORTS**

Commissioner Nichols asked staff for an update on the requested code amendments pertaining to allow theaters to have recreational vehicles and other similar temporary lodging within their property overnight.

Mr. Hornickel stated due to limited staffing at the time, and other code amendments requested by the Board of Aldermen, staff has been unable to make much progress.

Commissioner Nichols stated he had driven by the theater at 2527 State Highway 248 and trailers were still present.

Mr. Hornickel stated the applicant for the property had contacted staff to notify them that they would be returning to China in the coming weeks and the trailers would be removed as well.

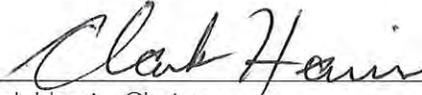
Commissioner Nichols asked staff how public comments needed to be handled by the Commission.

Mr. Lebeck stated it was up to the Commission to determine how much weight should be given to those making public comments or statements about a topic just as the Board of Aldermen do.

Mr. Hornickel stated the City has hired a new planner, Jacob Phillips, and he will be starting on August 10. He stated he was finishing up his degree at Missouri State University and he had grown up in Forsyth, Missouri.

**ADJOURN**

Motion by Commissioner Pinkley, seconded by Commissioner Nichols, and unanimously carried to adjourn the meeting at 8:10 PM.

  
\_\_\_\_\_  
Clark Harris, Chairperson

10-8-2020  
Date

  
\_\_\_\_\_  
Joel Hornickel, Planning & Development Director

10/6/2020  
Date



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE CONTRACT RENEWAL WITH WCA WASTE CORPORATION PERTAINING TRASH REMOVAL FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** PARKS AND RECREATION DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- This is for the annual review and approval of the City’s contract with WCA Waste Corporation for the purpose of providing contracted trash removal and disposal services for the following City of Branson locations: City Hall, Facilities Maintenance, Community Center, Branson RecPlex, Branson Lakeside RV Park, Public Works, Fire Stations, Compton and Cooper Creek Waste Water and Treatment Plants.
- This is the first renewal of a four year agreement with WCA Waste Corporation, to be reviewed and approved by the Board of Aldermen. WCA has agreed to hold their pricing from 2020.
- Staff recommends the contract for fiscal year 2021 (January 1, 2021 through December 31, 2021) with WCA Waste Corporation in an amount not to exceed \$27,274. This amount is based on past and anticipated future usage.
- The bid item meets city specifications and is within budget. Funds are budgeted in the various departmental proposed 2021 operating budgets.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Parks, Open Space and Recreation

**ATTACHED EXHIBITS:**

BILL NO. 5863

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE CONTRACT RENEWAL WITH WCA WASTE CORPORATION PERTAINING TO TRASH REMOVAL FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson advertising for proposals for trash removal services for the City of Branson;

**WHEREAS**, of the proposals which were received, WCA Waste Corporation has recommended for approval by staff; and

**WHEREAS**, the Board of Aldermen desires to award the contract renewal.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract renewal with WCA Waste for trash removal and disposal services for the City of Branson for an amount not to exceed \$27,274.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

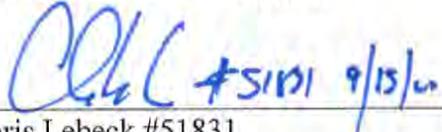
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this 1<sup>st</sup> day of August, 2020, by and between the City of Branson, Missouri (the "City") and **WCA Waste Corporation** ("Service Provider") for renewal period **One** from **January 1, 2021** to **December 31, 2021**.

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1**.

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Seven Thousand Two Hundred Seventy Four Dollars (\$27,274.00)**, all of which is dependent upon budget appropriations.

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

By: Sam Block 8/20/20  
(Signature) Date

Name: Sam Block  
(Printed Name)

Title: Account Manager

Company Name: WCA

Address: 2120 W Bennett, Springfield

Phone: 417-403-4311

E-Mail: sblock@wcaamerica.com

**CITY OF BRANSON, MISSOURI**

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

**APPROVED AS TO FORM:**

Chris Lebeck #51831 7/22/20  
Chris Lebeck #51831 Date  
City Attorney

Master Contract Number: C2020-0022

**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 22<sup>nd</sup> day of October, 2019, by and between the City of Branson, Missouri (the "City") and **WCA Waste Corporation** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2020 to a date ending December 31, 2020, with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind,**

nor purport to bind, the City for any contract term beyond the original term of the contract.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Seven Thousand Two Hundred Seventy Four Dollars (\$27,274.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

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

**SERVICE PROVIDER:**

By: Sam Block 9/23/19  
(Signature) Date

Name: Sam Block  
(Printed Name)

Title: Account Manager

Company Name: WCA

Address: 2120 W Bennett,  
Springfield, MO 65807

Phone: 417-403-4311

E-Mail: sblock@wcamerica.com

Tax ID: 76-0657707

**CITY OF BRANSON, MISSOURI**

E. Edd Akers  
E. Edd Akers  
Mayor

ATTEST:  
Lisa K Westfall  
Lisa K Westfall  
City Clerk



**APPROVED AS TO FORM:**

Chris Lebeck #51831  
Chris Lebeck #51831  
City Attorney

9/13/19  
Date

WCA Waste Corporation  
2120 W. Bennett  
Springfield, MO 65807

## SCOPE OF WORK

1. General Requirements: WCA Waste Corporation agrees provide trash removal & disposal services for the period beginning from January 1, 2020 through December 31, 2020 as specified herein for the City of Branson in accordance with the terms and conditions of this contract.
  - 1.1 Services provided by WCA Waste Corporation shall include, but may not be limited to:
    - 1.1.1 Providing containers for trash, including locking containers when so requested;
    - 1.1.2 Providing any required service on containers;
    - 1.1.3 Making all necessary pick-ups;
    - 1.1.4 Cleaning all areas after each pick-up;
    - 1.1.5 Maintaining the confidentiality of materials placed in containers from the time of pick-up to final disposition;
    - 1.1.6 Cleaning and painting containers; and
    - 1.1.7 Providing transport of city-owned glass- recycle 20-yard roll offs to Taney County Transfer Station;
    - 1.1.8 Providing all other services required for complete trash removal & disposal.
  - 1.2 WCA Waste Corporation shall provide all required services to the sole satisfaction of the City of Branson.
  - 1.3 WCA Waste Corporation shall comply with all requirements of the Occupational Safety and Health Act of 1970 as may relate to the services required herein.
2. Designated Landfill for Disposal: WCA Waste Corporation explicitly understands and agrees that all trash collected under the terms of the contract must be delivered only to the Taney County Transfer Station or the sanitary landfill of the City of Springfield, Missouri, for disposal. No other landfill shall be used without prior written authorization of the City of Branson. Landfill tickets evidencing that the trash removed under the terms of the contract has been disposed of at the approved sanitary landfill must accompany each of WCA Waste Corporation's invoices for payment.
3. Container Requirements:
  - 3.1 The City of Branson estimates, but cannot guarantee, that the following numbers and sizes of containers will be required at the locations specified:

Location	Size	Frequency
Recycle Center	8 yd.	2X week
City Hall	6 yd.	1X week
Facilities Maintenance	4 yd.	1X week
Cooper Creek Sign Shop	4 yd.	1X week
Cooper Creek Water Distribution Sewer Collection Shop	4 yd.	2X week
Community Center	4 yd. w/ lock	2X week
Branson RecPlex Main Unit	8 yd.	2X week Jan. – May; Aug. - Dec. 3X week June-July
Branson RecPlex Ball Field	8 yd.	2X week June-July
Branson Lakeside RV Park	8 yd. w/ lock	2X week Dec.-March 4X week April-Nov
Fire Station 1	3 containers	1X week
Fire Station 2	3 containers	1X week
Fire Station 3	3 containers	1X week
Compton Street Dept.	4 yd.	1X week
Compton Drive WWTP	12 yd. Grit Dumpster (Must be returned same day)	approximately 19 times annually or as needed
Cooper Creek WWTP	12 yd. Grit Dumpster (Must be returned same day)	approximately 19 times annually or as needed
United Methodist Church	20 yd. roll-off	approximately 6 times annually or as needed City owned roll-offs transport only
Branson Recycle Center	20 yd. roll-off	approximately 6 times annually or as needed City owned roll-offs transport only

The City will pay landfill fees separately for the Compton and Cooper dumpsters. This bid is for pickup, transport and return of City owned roll-off containers at these locations.

As needed quantities given are estimated only and actual usage may be more or less depending upon demand and will be requested on an as-needed if-needed basis.

- 3.2 The City of Branson reserves the right to require WCA Waste Corporation to redistribute, remove and/or add containers as deemed necessary.
- 3.3 All trash containers provided by WCA Waste Corporation must be of metal construction, equipped for ease of horizontal movement, equipped with lids (unless otherwise specified), fire-proof, rodent-proof, and leak-proof.
- 3.4 WCA Waste Corporation must clean, maintain, and paint all such containers as necessary.
- 3.5 The City of Branson reserves the right to reject and require replacement of any container, which does not comply with the above requirements.
- 3.6 The City of Branson requires that two City owned glass-recycle 20-yard roll-off containers be pulled to the Taney County Transfer Station when bins are full. Projected transport needs are bi-monthly, but may require more or less depending on volume recycled.

4. Cleanliness of Container Areas:

- 4.1 WCA Waste Corporation must consistently maintain a clean area around all trash containers. As part of each pick-up, WCA Waste Corporation must remove any trash inadvertently spilled from containers or spilled in the process of emptying containers.
- 4.2 WCA Waste Corporation must pick up extra trash that is boxed or bagged and placed adjacent to containers at no additional cost. If this occurs frequently at a given location, WCA Waste Corporation should notify the City that a larger capacity container is required at that location.

5. Time, Frequency, and Sequence of Pick-Ups:

- 5.1 WCA Waste Corporation must complete all pick-ups prior to 7:00 a.m. where available and must have all units back in place and ready for use no later than 8:00 a.m. with exception of the grit dumpsters which must be returned on the same day as picked up.
- 5.2 WCA Waste Corporation must pick up trash containers at the aforementioned locations Monday through Saturday:

- 5.3 Within thirty (30) days following award of a contract, WCA Waste Corporation must provide to the City of Branson an accurate listing showing WCA Waste Corporation's pick-up sequence.
6. Call Back: WCA Waste Corporation understands and agrees that all trash containers must be emptied at each scheduled pick-up as specified herein. If any containers are missed, WCA Waste Corporation must return immediately upon notification by the City to empty missed containers at no additional cost.
7. Additional Pick-Ups: In the event that an unusually large amount of trash accumulates on a given day, WCA Waste Corporation must make additional pick-ups when so requested within a time frame acceptable to the City.
8. Subcontracting:
- 8.1 If approved by the City of Branson in writing, WCA Waste Corporation may subcontract the equipment and/or services required herein, provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all such obligations and that the City of Branson is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to those matters described in the contract between the City of Branson and WCA Waste Corporation.
- 8.2 WCA Waste Corporation must expressly understand and agree that WCA Waste Corporation shall assume and be solely responsible for all legal and financial responsibilities, including all insurance coverage requirements stated herein, related to the execution of a subcontract. WCA Waste Corporation must further understand and agree that the utilization of a subcontractor to provide any equipment or service required by the contract shall in no way relieve WCA Waste Corporation of the responsibility for providing such equipment and/or service.
9. Invoicing and Reporting Requirements:
- 9.1 WCA Waste Corporation must submit itemized invoices to the City of Branson on a calendar month basis. Invoices must be submitted to accounts payable showing each location picked up separately.

PRICING PAGE

WCA Waste Corporation stated a firm, fixed price per month for each of the following to provide trash removal & disposal services, in accordance with the requirements, terms and conditions of the contract.

	<u>Container Size</u>	<u>Required Pick-Ups</u>	<u>Firm, Fixed Price</u>
001	Recycle Center	2X week	\$153.60 per month
002	City Hall	1X week	\$65.00 per month
003	Facilities Maintenance	1X week	\$52.00 per month
004	Cooper Creek Sign Shop	1X week	\$52.00 per month
005	Cooper Creek WD/SC Shop	2X week	\$104.00 per month
006	Community Center	2X week	\$109.00 per month
007	RecPlex main unit	2X week	\$153.60 per month
008	RecPlex main unit	3X week (June-July)	\$230.40 per month
009	RecPlex Ball Field	2X week (June-July)	\$153.60 per month
010	Branson Lakeside RV Park	2X week (Dec.-March)	\$158.60 per month
011	Branson Lakeside RV Park	4X week (April-Nov.)	\$307.20 per month
012	Fire Station 1	1X week	\$24.00 per month
013	Fire Station 2	1X week	\$24.00 per month
014	Fire Station 3	1X week	\$24.00 per month
015	Compton Street Dept.	1X week	\$52.00 per month
016	Compton Drive WWTP	19X year or as needed	\$330.00 per pick-up
017	Cooper Creek WWTP	19X year or as needed	\$330.00 per pick-up
018	United Methodist Church	6X year or as needed	\$60.00 per pick-up
019	Branson Recycle Center	10X year or as needed	\$60.00 per pick-up

The City will pay landfill fees separately for items 016 and 017. The prices for items 016 thru 019 are for pickup, transport and return of City owned roll-off containers.

2. The bidder must state a firm, fixed price per pick-up for additional pick-ups which may be required as specified herein.

001a	Recycle Center	\$40.00 per pick-up
002a	City Hall	\$30.00 per pick-up
003a	Branson Lakeside RV Park	\$40.00 per pick-up
004a	Community Center	\$25.00 per pick-up
005a	RecPlex main unit	\$40.00 per pick-up
006a	Compton Street Dept.	\$25.00 per pick-up



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE CONTRACT RENEWAL WITH JOHN MORRIS EQUIPMENT & SUPPLY COMPANY FOR FURNISHING AND MAINTAINING COIN-OPERATED LAUNDRY EQUIPMENT IN THE BRANSON LAKESIDE RV PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** PARKS AND RECREATION DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- This agreement is for the annual review and approval of the City’s contract with John Morris Equipment & Supply Company for the purpose of providing and maintaining coin-operated laundry equipment for the RV guests at the Branson Lakeside RV Park.
- This agreement is the first renewal of a five year contract, to be reviewed and approved annually by the Board of Aldermen.
- The coin-operated laundry provides a service and is a popular amenity for guests staying at the Branson Lakeside Park.
- Staff has reviewed the contract and feels that it continues to be profitable and beneficial to continue.
- Staff recommends approval of a contract with John Morris Equipment & Supply Company for fiscal year 2021 (January 1, 2021 through December 31, 2021). This contract allows for a 56% commission on washer and dryer vending. The revenue anticipated for this contract is \$8,600. There are no expenses.
- The contact was reviewed and recommended for approval by the Advisory Park Board.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Parks, Open Space and Recreation

**ATTACHED EXHIBITS:**

BILL NO. 5864

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE CONTRACT RENEWAL WITH JOHN MORRIS EQUIPMENT & SUPPLY COMPANY FOR FURNISHING AND MAINTAINING COIN-OPERATED LAUNDRY EQUIPMENT IN THE BRANSON LAKESIDE RV PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson adverted for proposals forbids for furnishing and maintaining coin-operated laundry equipment in the city RV Park; and

**WHEREAS**, John Morris Equipment & Supply Company has been recommended for approval by staff; and

**WHEREAS**, the Board of Aldermen desires to award the contract renewal.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract renewal with John Morris Equipment & Supply Company for furnishing and maintaining coin-operated laundry equipment in the Branson Lakeside RV Park and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

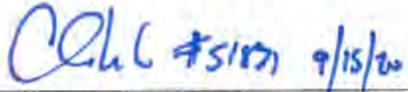
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



Master Contract Number: C.2020-0061

### SERVICES CONTRACT

THIS CONTRACT made and entered into this 26<sup>th</sup> day of November, 2019, by and between the City of Branson, Missouri (the "City") and **John Morris Equipment & Supply Company** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

3. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

4. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2020 to a date ending December 31, 2020, with the option to renew the contract for up to five (5) additional one (1) year periods subject to all the terms and conditions set forth herein. Each additional year will require a contract and Board of Aldermen approval. The City reserves the right to either accept or reject any commission adjustments submitted in writing ninety days prior to the end of the current contract period as part of the City's consideration for the contract extension. At expiration of contract any holding over for any cause shall be considered to be an extension on a month to month basis on the terms and conditions specified herein, in so far as they are**

applicable. "Holding over" includes, but is not limited to, time-employed by Service Provider in removing equipment at the expiration of the agreement.

5. **Payment.**

A. Conditioned upon acceptable performance. The Service Provider agrees to pay the City in accordance with the terms set forth in **Exhibit B**.

6. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

7. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust

company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Performance.** It is understood by the parties that time is of the essence in this contract.

10. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

12. **City Benefits.** The Service Provider 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.

13. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

14. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

15. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

16. **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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

17. **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.

18. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

19. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

20. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

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

SERVICE PROVIDER:

By: Terry G. Gideon 11-18-2019  
(Signature) Date

Name: Terry G. Gideon  
(Printed Name)

Title: General Manager

Company Name: John Morris Equip. Co.

Address: 2023 S. Glenstone

Springfield, MO 65804

Phone: 849-4821 417-881-1215

E-Mail: terry@johnmorrisequipment.com

Tax ID: 43-0899-469

CITY OF BRANSON, MISSOURI

E. Edd Akers 11/26/19  
E. Edd Akers Date  
Mayor

ATTEST:  
Lisa K Westfall 11/26/19  
Lisa K Westfall Date  
City Clerk

APPROVED AS TO FORM:  
Chris Lebeck #51831 9/13/19  
Chris Lebeck #51831 Date  
City Attorney



John Morris Equipment Co.  
2023 S. Glenstone  
Springfield, MO 65804

## SCOPE OF WORK

1. Purpose: John Morris Equipment agrees to furnish and maintain coin-operated laundry equipment in the City owned campground as outlined in accordance with the general requirements.
2. General Requirements:

The requirements described herein are considered reasonable to meet the City's needs. Bidder having alternate bids to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the City.

### 2.1 Operator Responsibilities/Scope of Work

John Morris Equipment shall perform, maintain, and operate vending program, including performance of all required duties, including but not limited to, supplying;

Five (5) Maytag® or approved equal high efficiency stack washer/dryers, 18 pound capacity.

One (1) folding table w/fiberglass top, steel legs.

One (1) soap dispenser vending machine.

One (1) lot indoor instruction signage, installing equipment, upkeep of equipment, collecting funds from machines and remitting commissions and other financial considerations to the City.

One (1) dollar/quarter change machine.

### 2.2 City Responsibilities

The City shall be responsible for the cleanliness and custodial maintenance of the laundry area. The City will provide ample space to insure the satisfactory installation and operation of the equipment to be installed by John Morris Equipment.

The City shall provide a designated representative to call-in service requests for service.

The City will be responsible for stocking quarters in the change machine.

### 2.3 Term

This Contract will be in effect for an initial period beginning January 1, 2020 through December 31, 2020 considered the base year, plus up to five (5) additional one (1) year periods subject to all the terms and conditions set forth herein.

The City reserves the right to either accept or reject any commission adjustments submitted in writing ninety days prior to the end of the current contract period as part of the City's consideration for the contract extension.

At expiration of contract any holding over for any cause shall be considered to be an extension on a month to month basis on the terms and conditions specified herein, in so far as they are applicable. "Holding over" includes, but is not limited to, time-employed by John Morris Equipment in removing equipment at the expiration of the agreement.

#### **2.4 New Equipment**

The bid must be based on the use of new stack washer/dryers. All equipment must be UL rated.

Please include a color photo or brochure and specifications for all equipment to be supplied the City reserves the right to add or delete equipment as demand dictates.

#### **2.5 Quantity/Type of Equipment**

The City reserves the right to approve number and types of machines.

#### **2.6 Facility Readiness**

The facility to be used for equipment is approximately 12' x 14' or 168 sq. ft.

Any utility or structural upgrades to the facility required to place certain machines must be approved by the City in advance and funded by John Morris Equipment. Funds needed for any upgrades shall not diminish in any manner the proposed financial proceeds to the City.

All equipment and utility or structural upgrades must comply with all City and State of Missouri codes and all proper local permits as required.

Any permanent upgrades to the facilities by John Morris Equipment shall remain at the location and shall become the property of the City without any further compensation to John Morris Equipment by the City.

The City will supply utility services limited to, water, sewerage and electrical. Furthermore, it is agreed that the City shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control, including but not limited to, City's alteration, repair or improvement of premises

#### **2.7 Equipment Removal**

John Morris Equipment shall not remove equipment without the City's written consent. (Exception: Machines may be exchanged for like machines without receiving prior

consent, however, the machine must be new or refurbished and John Morris Equipment shall advise the City in writing immediately following a change of equipment.)

## **2.8 Advertising**

All language and slogans must be in good taste and compliment the professional image of the City and should promote good public relations.

## **2.9 Compliance with Laws/Permits/Licenses**

John Morris Equipment shall be responsible for obtaining all licenses, permits and permissions.

## **2.10 Product Pricing**

Changes in the vend price must conform, where applicable, to initial bid specifications. No change in the vend price of products shall be made without the written consent of the City.

## **2.11 Commissions**

Commission payments shall be based on gross receipts. The term "gross receipts" is hereby defined to mean receipts from all sales from all business conducted upon or from the premises by John Morris Equipment and all others. Gross Receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided such sales have been included in Gross Receipts.

## **2.12 Operator Personnel**

All personnel associated with your organization that will be servicing the City locations will be required to display proper identification. John Morris Equipment's employees will be subject to the rules and regulations of the City while on the City's premises.

## **2.13 Reports/Payments**

A copy of the expected format for a monthly sales/commission report must be included. This report shall be generated monthly.

All commission checks should be made payable to the City of Branson and forwarded together with all usual accounting and financial reports and monthly collection tickets.

## **2.14 Service calls**

John Morris Equipment shall respond to requests for service within a reasonable amount of time so as to minimize the loss of revenue. Regular service shall be made available

between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding City recognized holidays.

#### **2.15 Tax Obligations**

John Morris Equipment is responsible for any tax obligations.

#### **2.16 Refunds**

Equipment malfunctions will from time to time result in loss to vending machine customers. John Morris Equipment should allow for recovery of lost monies.

#### **2.17 Complaints**

John Morris Equipment agrees to designate an agent or representative upon whom any and all complaints, demands, or notices of any kind, which the City may desire to give or deliver to John Morris Equipment in connection with the contracted services, may be served. If John Morris Equipment wishes to change its designated agent or representative, John Morris Equipment agrees to notify the City in writing. Said person will meet and confer with Parks and Recreation Director or his/her designee, upon request, to discuss any and all complaints, demands or notices of any kind.

#### **2.18 Right to Audit**

John Morris Equipment shall maintain financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. John Morris Equipment shall retain these records for a period of three years after final payment, or until the City audits them whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies. Such audits will be conducted during normal business hours.

**PRICING PAGE**

John Morris Equipment provided commission-pricing information as specified below to provide laundry equipment in accordance with the terms and conditions of the contract.

001.	Washer vend	\$ 2.00
002.	Dryer vend	\$ 1.75
003.	Soap vend	\$ 0.75
004.	Commission	56%



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE CONTRACT WITH SNELLGROVE OUTDOOR SERVICES LLC PERTAINING TO MOWING AND WEED EATING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** PARKS AND RECREATION DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- Bids were received on August 24, 2020 for the contracted mowing and weed eating for the City of Branson for a period of one year for the Departments of Parks and Recreation, Public Works, Utilities and Fire Departments. The bid reflects pricing to mow 46 different parks, city facilities and buildings.
- Three qualified bids were received for the contracted mowing and weed eating for the City of Branson. Qualified bidders are listed below:
 

Snellgrove Outdoor Services	\$59,760
MP Lawn Service	\$61,668
Prolawn and Landscape Services	\$64,746
- This bid reflects mowing for an estimated 37 weeks. In order to save money, mowing will be conducted on an every other week basis.
- The contract includes up to three additional successive one-year terms in the vendor agrees to maintain pricing.
- Staff recommends approval of a contract with Snellgrove Outdoor Services LLC for fiscal year 2021 (January 1, 2021 through December 31, 2021) in an amount not to exceed \$59,760.
- The bid item meets city specifications and is within budget. Funds are budgeted in the various departmental proposed 2021 operating budgets.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Parks, Open Space and Recreation

**ATTACHED EXHIBITS:**

BILL NO. 5865

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE CONTRACT WITH SNELLGROVE OUTDOOR SERVICES LLC PERTAINING TO MOWING AND WEED EATING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson desires to contract with Snellgrove Outdoor Services LLC; and

**WHEREAS**, Snellgrove Outdoor Services LLC has been recommended for approval by staff, and

**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract of Snellgrove Outdoor Services LLC for mowing and weed eating for the City of Branson for an amount not to exceed \$59,760.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

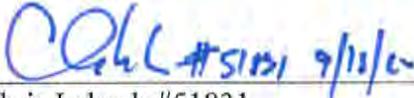
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: \_\_\_\_\_

### SERVICES CONTRACT

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Snellgrove Outdoor Services LLC** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2021 to a date ending December 31, 2021 with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind,**

**nor purport to bind, the City for any contract term beyond the original term of the contract.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Fifty Nine Thousand Seven Hundred Sixty Dollars (\$59,760.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

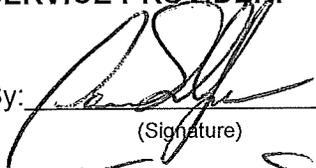
22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

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

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By:  9-1-20  
(Signature) Date  
Name: Jason Snellgrove  
(Printed Name)

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

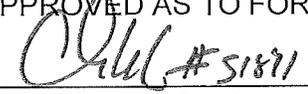
Title: Owner

ATTEST:  
\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Company Name: Snellgrove Outdoor Services

Address: 1321 Long Tom Hollow Rd  
Osage MO 65633

Phone: 417-459-7041

APPROVED AS TO FORM:  
 #51831 9/27/20  
Chris Lebeck #51831 Date  
City Attorney

E-Mail: SnellgroveOutdoorServices@gmail.com

Tax ID: 04-3832661

Snellgrove Outdoor Services LLC  
1321 Long Tom Hollow Rd  
Crane, MO 65633

## SCOPE OF WORK

1. Purpose: Snellgrove Outdoor Services LLC agrees to provide mowing and weed eating services for the areas outlined in this contract beginning January 1, 2021 through December 31, 2021. Prices must remain firm through the term of the contract. Locations and duties are shown in the following general requirements.

### General Requirements:

2. Essential Duties and Responsibilities:

- 2.1 Snellgrove Outdoor Services LLC shall mow and weed-eat in a professional manner each facility based on a bi-weekly schedule, however during wet/dry periods or slow growth periods, schedule may vary with direction of the Parks Maintenance Supervisor or designee. The City anticipates approximately thirty seven (37) weeks during the mowing season, however the mowing season will commence and end at the direction of the Parks Maintenance Supervisor.
- 2.2 Mowing shall be cut to an even height of no lower than 3 inches above the ground surface and no higher than 3 1/2 inches above the ground surface.
- 2.3 All trees, equipment, basins, buildings, sidewalks, retaining walls, fences, curbs, and other appurtenances shall be kept trimmed with a weed eater, or by chemical application such as growth inhibitors (no round-up or related chemicals are allowed close to trees) at the same time areas are mowed. **Snellgrove Outdoor Services LLC is required to notify the City within 48 hours if there is any damage to trees and will be responsible for any tree damage from mowers and weed eaters.**
- 2.4 Snellgrove Outdoor Services LLC shall maintain mulched areas and mulch rings on all trees in a professional manner.
- 2.5 Snellgrove Outdoor Services LLC shall follow schedules except for rain events, holidays, or special events which the Parks Maintenance Supervisor has the right to notify Snellgrove Outdoor Services LLC and adjust schedules.
- 2.6 Work hours are between 7:30 a.m. and 8:30 p.m. (Monday - Friday) Weekends are acceptable with exception to City Parks.
- 2.7 No equipment shall be left unattended at any City park or facility. The City is not responsible in any way for Snellgrove Outdoor Services LLC's equipment.
- 2.8 Snellgrove Outdoor Services LLC and employees shall observe modern safety practices for mowing and weed eating activities. The City is in no way responsible for Snellgrove Outdoor Services LLC or Snellgrove Outdoor Services LLC's employee safety.

- 2.9 Snellgrove Outdoor Services LLC shall be liable for any incidents related to maintenance activity.
- 2.10 Pay requests shall be itemized per location and submitted to the Parks Maintenance Supervisor each Monday for the week prior in order to receive payment.
- 2.11 Snellgrove Outdoor Services LLC and employees shall be clothed appropriately for maintenance activities. T-shirts, shorts and/or jeans and shoes are required. Care shall be taken to be professional in appearance, and to possess good work ethics when dealing with the public.
- 2.12 Any difficulties shall be reported to the Parks Maintenance Supervisor or the department designee immediately.
- 2.13 Contracts will be administered by the Parks Maintenance Supervisor. The Parks Maintenance Supervisor has the right to reject any work or portion of work. Corrective action must immediately be taken.
- 2.14 Contracts can be revoked for poor workmanship, lack of keeping schedules or any other valid reason at any time.
- 2.15 Any trash, limbs, or debris shall be picked up and disposed of properly before mowing or weed eating activity begins.
- 2.16 Snellgrove Outdoor Services provided the following list of equipment available for this project with bid, for review by the City.

**Equipment (please attach additional sheets if required)**

2003 Ford F-250

20' Utility Trailer

Husqvarna P2-60 two and P2-54

Qty 4 Commercial grade weed eaters

Qty 2 Blowers

- 3. Nonperformance: Snellgrove Outdoor Services LLC is expected to provide a specific level of service and perform the duties as outlined in this bid. Failure to fulfill the obligations under the contract or resolve any written complaint within three (3) days of time may be considered a breach of contract and result in a penalty to Snellgrove Outdoor Services LLC of \$ 100.00 per day for the incomplete service. Nonperformance of duty could result in cancellation of the contract.
- 4. Invoicing: The City agrees to pay the Snellgrove Outdoor Services LLC in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Snellgrove Outdoor Services LLC and subject to approval by the requesting department that Snellgrove Outdoor Services LLC fully

performed the work satisfactorily.

5. Subcontracting: Snellgrove Outdoor Services LLC must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. The contractor must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

**PRICING PAGE**

Snellgrove Outdoor Services LLC provided pricing information as specified below to provide mowing and weed eating in accordance with the terms and conditions of this contract.

<b>Item</b>	<b>Location</b>	<b>Mowing Frequency</b>	<b>Tasks</b>	<b>Unit Price per Mowing</b>
001.	Branson North	Bi-Weekly	mowing, weed eating & trash pickup	\$65
002.	Sunset Park	Bi-Weekly	mowing, weed eating & trash pickup Exercise Station - trim & blow off grass Walking Trail - trim & blow off grass Trees - pick up limbs	\$ 250
003.	Cemetery	Bi-Weekly	mowing, weed eating & trash pickup Trees - trim & pick up limbs Pick up & dispose of dead flowers Blow off headstones, grave filling as needed	\$150
004.	North Beach	Bi-Weekly	mowing, weed eating & trash pickup blow off sidewalks	\$ 100
005.	Epss Park	Bi-Weekly	mowing, weed eating & trash pickup	\$ 40
006.	Joh Nygard Park	Bi-Weekly	mowing, weed eating & trash pickup	\$ 55
007.	Cantwell Park	Bi-Weekly	mowing, weed eating & trash pickup	\$ 85
008.	Old School Park	Bi-Weekly	mowing, weed eating & trash pickup blow off sidewalks	\$ 75
009.	Parnell Park	Bi-Weekly	mowing, weed eating & trash pickup	\$ 75
010.	Murphy Park	Bi-Weekly	mowing, weed eating & trash pickup	\$ 80
011.	Caudill Family Park	Bi-Weekly	mowing, weed eating & trash pickup	\$ 35
012.	Alexander Park	Bi-Weekly	mowing, weed eating & trash pickup	\$ 125
013.	Stockstill Park	Bi-Weekly	mowing, weed eating & trash pickup	\$ 550

(Note: Dog park area must be mowed between 7am - 8am on Wednesdays)

014.	Eiserman Park / Branson Community Center (201 Compton Dr.)	Bi-Weekly	mowing, weed eating	\$ 100
015.	City Hall	Bi-Weekly	mowing, weed eating & trash pickup blow off sidewalks, including adjacent City parking lots	\$ 25
016.	Post Office Island	Bi-Weekly	mowing, weed eating & trash pickup blow off sidewalks	\$ 25
017.	Sloped area DBMA building	Bi-Weekly	mowing, weed eating & trash pickup blow off sidewalks	\$ 100
018.	Old High School	Bi-Weekly	mowing, weed eating	\$ 35
019.	403 Shore Lane	Bi-Weekly	mowing, weed eating	\$ 35
020.	412 Shore Lane	Bi-Weekly	mowing, weed eating	\$ 25
021.	806 Sunset Road	Bi-Weekly	mowing, weed eating	\$ 25
022.	1004 Hawthorne St.	Bi-Weekly	mowing, weed eating	\$ 25
023.	Fire Station 1 (110 Crosby St.)	Bi-Weekly	mowing, weed eating	\$ 40
024.	Fire Station 2 251 Branson Meadows Dr.	Bi-Weekly	mowing, weed eating	\$ 65
025.	Fire Station 3 (1500 Keeter St.)	Bi-Weekly	mowing, weed eating	\$ 65
026.	Compton Wastewater Plant	Bi-Weekly	mowing, weed eating	\$ 175
027.	Cooper Creek Wastewater Plant	Bi-Weekly	mowing, weed eating	\$ 175
028.	Meadows Water Plant	Bi-Weekly	mowing, weed eating	\$ 150
029.	Meadows Intake Station	Bi-Weekly	mowing, weed eating	\$ 50
030.	Cliff Drive Water Plant	Bi-Weekly	mowing, weed eating	\$ 70
031.	Lift Station 21 (Illinois St, St. Hwy)	Bi-Weekly	mowing, weed eating	\$ 25

165)

032.	Lift Station 31 (Fall Creek Resort)	Bi-Weekly	mowing, weed eating	\$ 25
033.	Lift Station 3 (Sycamore St., off Bee Creek)	Bi-Weekly	mowing, weed eating	\$ 25
034.	Lift Station 30 (Epps Road)	Bi-Weekly	mowing, weed eating	\$ 35
035.	Pacific Tower (616 Pacific St.)	Bi-Weekly	mowing, weed eating	\$ 35
036.	Well 9	Bi-Weekly	mowing, weed eating	\$ 25
037.	Walmart Tower	Bi-Weekly	mowing, weed eating	\$ 35
038.	High Tower Corner Lot	Bi-Weekly	mowing, weed eating	\$ 25
039.	Well 5	Bi-Weekly	mowing, weed eating	\$ 25
040.	Cliff Intake	Bi-Weekly	mowing, weed eating	\$ 20
041.	Well 7	Bi-Weekly	mowing, weed eating	\$ 25
042.	Well 11	Bi-Weekly	mowing, weed eating	\$ 25
043.	Branson North Booster Station	Bi-Weekly	mowing, weed eating	\$ 25
044.	Starlite Tower Compound	Bi-Weekly	mowing, weed eating	\$ 25
045.	Well 8	Bi-Weekly	mowing, weed eating	\$ 40
046.	Cooper WD/SC	Bi-Weekly	mowing, weed eating	\$ 35

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES X NO \_\_\_\_\_

Prompt Payment Discount 5 % 10 Days, Net 10 Days



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE CONTRACT WITH PROLAWN AND LANDSCAPE PERTAINING TO TREE TRIMMING FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** PARKS AND RECREATION DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- Four qualified bids were received on August 26, 2020 for contracted tree trimming services for the City of Branson. Bids were received for the following companies for a charge per hour for tree trimming and debris haul off:

ProLawn and Landscape	\$165.00
Zanescapes	\$180.00
Forestry Services	\$235.00
Hansen's Tree Service	\$250.00

- Tree trimming and tree removal is performed throughout the City of Branson in parks and city properties.
- Staff recommends a contract to the lower bidder, Prolawn and Landscape, for fiscal year 2021 (January 1, 2021 through December 31, 2021) in an amount not to exceed \$21,000.
- The bid item meets city specifications and is within budget. Funds are budgeted in the various departmental proposed 2021 operating budgets.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Parks, Open Space and Recreation

**ATTACHED EXHIBITS:**

BILL NO. 5866

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE CONTRACT OF PROLAWN AND LANDSCAPE PERTAINING TO TREE TRIMMING FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson advertised for proposals for tree trimming services for the City of Branson; and

**WHEREAS**, Prolawn and Landscape has been recommended for approval by staff, and

**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract of Prolawn and Landscape for tree trimming for the City of Branson for an amount not to exceed \$21,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CEL #51831 9/12/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: \_\_\_\_\_

SERVICES CONTRACT

THIS CONTRACT made and entered into this 9<sup>th</sup> day of September, 2020, by and between the City of Branson, Missouri (the "City") and Prolawn and Landscape ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in Exhibit A; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in Exhibit A.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in Exhibit A, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2021 to a date ending December 31, 2021, with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind,**

**nor purport to bind, the City for any contract term beyond the original term of the contract.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty One Thousand Dollars (\$21,000.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By:  9/17/20  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: Brian Letterman  
(Printed Name)

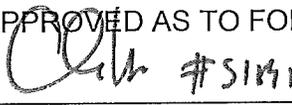
Title: owner

ATTEST:  
\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Company Name: Prolawn & Landscape

Address: P.O. Box 836 LLC.  
Nixa, Mo. 65714

Phone: 417-335-5296

APPROVED AS TO FORM:  
 #51831 9/2/20  
Chris Lebeck #51831 Date  
City Attorney

E-Mail: prolawncompany@gmail.com

Tax ID: 45-4658791

Prolawn and Landscape, LLC  
PO Box 836  
Nixa, MO 65714

## SCOPE OF WORK

1. Purpose: Prolawn and Landscape, LLC agrees to provide tree-trimming and removal services within the City of Branson, for the period commencing January 1, 2021 through December 31, 2021. Duties are shown in the following general requirements.
  
2. General Requirements:
  - 2.1 Service calls will be placed on an as needed if needed basis. All tree work is to be done during regular work hours only, except emergencies. Prolawn and Landscape, LLC is to schedule all tree work with the Parks and Recreation Maintenance Supervisor or designee prior to beginning work. Prolawn and Landscape, LLC is to respond within five (5) working days of the call. Each tree removal and subsequent stump grinding is to be completed the same week it is begun.
  
  - 2.2 Prolawn and Landscape, LLC must respond to emergency calls, when determined and directed by the Parks and Recreation Maintenance Supervisor or designee, with a four (4) hour response time to complete work. In the event there are not four (4) regular working hours remaining in the day a call is received, Prolawn and Landscape, LLC will be expected to work overtime if requested or respond within the first working hour of the following regular work day. The City's regular workday is 7:00 a.m. to 3:30 p.m., Monday through Friday. Parks and Recreation department personnel will contact Prolawn and Landscape, LLC.
  
  - 2.3 Prolawn and Landscape, LLC shall furnish a crew and equipment to trim trees on City property, which will consist of, but not limited to, dead wood and diseased or broken limbs. Prolawn and Landscape, LLC shall take down dead or dying trees as identified by the Parks and Recreation Maintenance Supervisor or designee, prune limbs, elevate branches, and stump grind trees, which have been removed. Prolawn and Landscape, LLC will be responsible for removal of brush, leaves, etc. On occasion, the City may request that non-diseases pruned wood be chipped on site and left for City use.
  
  - 2.4 Prolawn and Landscape, LLC must notify the Parks and Recreation office when arriving on City property in response to a service call and when work is completed. When

completion of a job is delayed for any reason, the Parks and Recreation office must be notified as soon as possible.

- 2.5 All work shall be done in accordance with the best trade practices and shall comply with ANSI A300 standards for pruning. Prolawn and Landscape, LLC shall comply with all applicable safety regulations for the protection of workmen, pedestrians and property. Prolawn and Landscape, LLC shall maintain work areas free of debris. All applicable state and local laws, ordinances, and codes shall apply to this project. Prolawn and Landscape, LLC shall comply with ANSI A300 standards for Tree Protection, when applicable.
- 2.6 In the event of a storm the work shall consist of clearing and removing any and all tree/brush debris, which has been stacked adjacent to City streets or property as directed by City Personnel and hauling and properly disposing of the debris. Equipment should not be operated on lawns where grass may be damaged or the surface rutted. Debris may be pulled onto the pavement and pushed to make piles and loaded, or loaded directly with grapple type apparatus. Sufficient laborers shall be provided by Prolawn and Landscape, LLC to pick up remaining debris not picked up by the equipment. Prolawn and Landscape, LLC shall refrain from entering onto private property during the performance of the work.
3. Invoicing: The City agrees to pay Prolawn and Landscape, LLC in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Prolawn and Landscape, LLC and subject to approval by the requesting department that Prolawn and Landscape, LLC fully performed the work satisfactorily. Invoices must be submitted within 30 days of completion of work performed.
4. Subcontracting: Prolawn and Landscape, LLC must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Prolawn and Landscape, LLC must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

**PRICING PAGE**

Prolawn and Landscape, LLC provided pricing information as specified below to provide Tree Trimming and Stump Removal in accordance with the terms and conditions of this contract.

001.	Regular labor charge per hour for tree trimming and debris haul off.	\$ 165.00 / hour
002.	Regular labor charge per hour for tree trimming and on-site chipping.	\$ 165.00 / hour
003.	Regular labor charge per hour for tree removal and debris haul off.	\$ 165.00 / hour
004.	Regular labor charge per hour for tree removal and on-site chipping.	\$ 165.00 / hour
005.	Labor charge per hour for emergency overtime, holidays.	\$ 190.00 / hour
006.	Regular labor charge per hour for stump grinding.	\$ 75.00 / hour

Note: Prices (hourly) must be given for complete services performed not per man-hour.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE PARKS INTERNAL SERVICE FUND.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020

**FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- During the spring preventative maintenance check by our HVAC contractor Specialty Air, it was discovered that the compressor in the large HVAC unit (RTU #8) over the gymnasium had failed. This unit was the original unit from when the Branson Recplex was built in 2005. A quote to replace the compressor was received in the amount of \$8,716.80 from Specialty Air. In addition to the compressor, it was recommended to replace the failed board display for RTU #8 in the amount of \$1,780.45. For a total of \$10,497.25.
- When the invoice was received from Specialty Air, they noted that their supplier had quoted the wrong amount (higher than actual) and so the invoice came in lower at \$6,247.41.
- In addition to this unit, Unit #3 at the Branson Recplex was not cooling and upon further investigation it was discovered that the unit had developed several leaks in the cooling system as well as in the external coils. Due to the extent of the damage it was recommended to be replaced. This unit was also the original unit from the Branson Recplex build in 2005.
- Three quotes were received:
  - Knight Heating and Air Conditioning \$6,850.00
  - Specialty Air \$7,397.50
  - Daryl's Htg. & Air, Inc \$8,215.00
- The Parks Department recommended moving forward with the low bidder of Knight Heating and Air Conditioning in the amount of \$6,850.00
- Due to the nature and timing of these items, a memo was prepared in both cases as an emergency purchase (per our ordinance 2-359) with City Administrator approval.
- The Parks Internal Service Fund was used to pay for these items.
- A budget amendment is needed for reporting these expenses in this fund.
- The fund balance in the Parks Internal Service Fund will be lowered to cover these amounts.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

SD

**COMMUNITY PLAN 2030:** Accountability and Financial Stewardship: We will ensure the efficient and appropriate use of public funds by being good financial stewards on behalf of our residents and businesses.

**ATTACHED EXHIBITS:**

BILL NO. 5867

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE PARKS INTERNAL SERVICE FUND.**

---

**WHEREAS**, Section 2-307 of the Branson Municipal code states that any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen; and

**WHEREAS**, it is necessary to adjust monies for the Parks Internal Service Fund in the 2020 budget.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2020 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:**

Section 1: The following amendment is authorized to adjust monies in the 2020 budget of the Parks Internal Service Fund.

**Parks Internal Service Fund**

	<b><u>Increase</u></b>
603-1095-510-7099 (Parks Internal Service Fund)	\$13,098
Fund Balance (Internal Service Fund)	(\$13,098)

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Chris Lebeck #51831 9/15/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE WATER SEWER CAPITAL FUND.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- Aldi is the owner of certain real property located in Taney County, Missouri, and within the city limits of Branson, Missouri.
- Aldi in the process of planning the construction of a building on the Property, and which is in need of a public sewer main improvement.
- If the City agrees to reimburse Aldi for portions of the cost of labor and materials needed for the public sewer main improvement for the amount of \$66,000, Taney County has agreed to reimburse the City for this amount from the Taney County Sewer sales tax fund.
- If approved, \$66,000 would be expensed out of the Water Sewer fund and the revenue from the Taney County would be recorded in the same fund, netting a \$0 effect to the Water Sewer Capital Fund Balance for the City.
- A budget amendment is needed to cover these expenses for this project

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
  - Not Recommended
  - Neutral/None
- 20

**COMMUNITY PLAN 2030:** Accountability and Financial Stewardship: We will ensure the efficient and appropriate use of public funds by being good financial stewards on behalf of our residents and businesses.

**ATTACHED EXHIBITS:**

BILL NO. 5868

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE WATER SEWER CAPITAL FUND.**

---

**WHEREAS**, Section 2-307 of the Branson Municipal code states that any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen; and

**WHEREAS**, it is necessary to adjust monies for the Water Sewer Capital Fund in the 2020 budget.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2020 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:**

Section 1: The following amendment is authorized to adjust monies in the 2020 budget of the Water Sewer Capital Fund.

**Water Sewer Capital Fund**

	<b><u>Increase</u></b>
146-5010-510-9011 (Water Sewer Capital Fund)	\$66,000
146-0000-453-0000 (Intergovernmental Revenue)	(\$66,000)

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

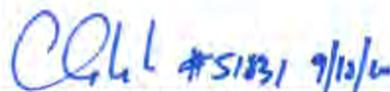
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING A REIMBURSEMENT AGREEMENT WITH ALDI INC. PERTAINING TO THE INSTALLATION OF A SEWER MAIN EXTENSION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- A property being developed by Aldi Inc. at 1231 Branson Hills Parkway was annexed by the City in 1993. Although public sewers were installed during development of that area a gravity sewer main was not provided to this specific parcel. In order to have public gravity sewer, Aldi Inc. will have to construct a 449-foot sewer main extension from the McDonalds property on Branson Hills Parkway to two lots on the Aldi's site.
- \$66,750.00 was included in the City's 2020 Water & Sewer Capital Budget to assist with the cost of the sewer extension, which when completed, will become part of the public sewer system.
- Aldi Inc. procured bids, in accordance with the City of Branson's bidding process, and received two bids for construction of the extension. Bids are as follows:
 

Tom Boyce Excavating, Inc.	\$130,353.00
Moore Excavating, LLC.	\$136,719.00
- The low bid received is approximately \$290/ft. Staff's cost estimate for construction was \$150/ft based on previous bids for similar projects. Aldi's representatives were notified that the City's participation would need to remain within the original estimates and budget availability.
- Aldi Inc. representatives are in agreement with the contract terms and requested a total contract amount not to exceed \$66,000.00.
- Funding from the Taney County sewer sales tax will in turn be utilized to reimburse the City's cost for this public sewer system improvement.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

50

**COMMUNITY PLAN 2030:** EI 1.1.3

**ATTACHED EXHIBITS:**

BILL NO. 5869

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A REIMBURSEMENT WITH ALDI INC. PERTAINING TO THE INSTALLATION OF A SEWER MAIN EXTENSION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson is approving the reimbursement agreement with Aldi Inc.; and

**WHEREAS**, the developer will construct a 449-foot sewer main extension from the McDonalds property on Branson Hills Parkway to two lots on the Aldi's site; and

**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract with Aldi Inc. for a public sewer main extension in the amount not to exceed \$66,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CLL #5183 9/16/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**PUBLIC SEWER MAIN IMPROVEMENT LABOR AND MATERIALS  
REIMBURSEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BRANSON, a Municipal Corporation located in the State of Missouri, (hereinafter referred to as "City"); and Aldi Inc. (Kansas), a Kansas corporation (hereinafter referred to as "Aldi")

**WITNESSETH:**

**WHEREAS**, Aldi is the owner of certain real property located in Taney County, Missouri, and within the city limits of Branson, Missouri, (hereinafter referred to as "Property"), more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein; and,

**WHEREAS**, Aldi in the process of planning the construction of a building on the Property, and which is in need of a public sewer main improvement; and,

**WHEREAS**, City agrees to reimburse Aldi for portions of the cost of labor and materials needed for the public sewer main improvement (hereinafter the "Sewer Main")

**NOW, THEREFORE**, in consideration of the above premises and the covenants hereinafter set forth, the parties hereby agree as follows:

1. Aldi agrees to supply the materials and labor for the Sewer Main. Those materials include all materials necessary for the Sewer Main as detailed on Exhibit C. Said Sewer Main improvements will be broken down into unit costs for all pavement, sewer pipe, bedding, backfill, and manholes, within the designated easement. Aldi will obtain three written bids on all of said improvements. The City shall have the right to review and approve the winning bid.
2. The Sewer Main will be installed in accordance with City code and as depicted on the plans and specifications marked as Exhibit C incorporated herein by reference. All materials shall meet industry standards as predetermined by either appropriate testing laboratory procedures or by field testing of the materials on-site. City shall have the full and final authority to select the acceptable testing method.
3. After Aldi completes the construction of the Sewer Main in accordance with this Agreement, the City shall pay to Aldi an amount equal to \$66,000.00 to partially reimburse Aldi for such construction costs. Such payment from the City shall be made to Aldi no later than 30 days after Aldi completes construction of the Sewer Main in accordance with the requirements of this Agreement. Construction must be complete and invoicing received by the City prior to December 10, 2020 in order to be eligible for reimbursement.
4. The City considers all excavation required to be done on the Property to be "unclassified" and, consequently, makes no provision or commitment to be responsible for any extra excavation costs due to soil conditions. Any such additional costs contracted for by Aldi with any contractor or subcontractor shall be the sole cost and responsibility of Aldi and City shall not be responsible for or share in any such additional cost, if incurred.
5. Prevailing Wages. It is agreed that the rate for all labor utilized in the construction of the aforementioned improvements shall be no less than the "prevailing hourly rate of wages"

for work of a similar character in this locality, as established and amended from time to time by the Department of Labor and Industrial Relations of the State of Missouri.

6. Missouri Immigration Law Affidavit. Aldi acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Aldi therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly contract with, employ, hire for employment, or continue to employ any unauthorized aliens to perform work as part of the construction work to be performed by Aldi, and that its employees are, to Aldi's knowledge, lawfully eligible to work in the United States.
7. Required Safety Training.
  - A. To Aldi's knowledge, Aldi shall require all contractors and subcontractors to provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. To Aldi's knowledge, the construction safety program will include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
  - B. Aldi acknowledges and agrees that any employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
  - C. Aldi shall require all of its contractors and subcontractors to comply with the requirements of this paragraph and Section 292.675, RSMo.
8. Notice of Penalties for Failure to Provide Safety Training.
  - A. Pursuant to Section 292.675, RSMo, Aldi shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), plus One Hundred and no/100 Dollars (\$100.00) for each on-site employee employed by Aldi, a contractor, or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph 8 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 7 above have lapsed.
  - B. Violations and imposition of the penalty described in Paragraphs 7 and 8 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
9. Insurance. Without limiting any of the other obligations or liabilities of Aldi or its contractors, Aldi shall secure and maintain at its own cost and expense, throughout the duration of this contract and until the work is completed and accepted by City, the insurance required by this Section 9. Failure of Aldi to maintain the insurance required by this Agreement shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder, shall be filed with the City within ten (10) days after the date of the receipt of Notice of

Award of any Contract by Aldi to a contractor and prior to the start of work. Such notices shall be mailed, certified mail, return receipt requested, to the Branson City Engineer. Aldi shall carry the following insurance:

- A. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars (\$1,000,000.00), including occupational disease provisions for all employees of all of the contractors and sub-contractors of Aldi.
  - B. Commercial General Liability Insurance with a company authorized to do business in the State of Missouri. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and a general aggregate amount of Two Million Dollars (\$2,000,000). The City of Branson must be named as additional insured.
  - C. Automobile Liability with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles with limits of One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as additional insured.
  - D. Aldi shall furnish the City, prior to approval of the contract, certificates of insurance evidencing that Aldi is carrying of all the insurance required by this contract. NOTE: It is the sole responsibility of Aldi to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, Branson, MO 65616.
  - E. Aldi agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Aldi, its contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission of Aldi, its contractor, its servants, agents, or subcontractors, arising out of the award of this contract to Aldi. Such indemnification shall automatically terminate upon the completion of the Sewer Main in accordance with this Agreement.
10. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that Aldi will be an independent contractor and not the City's employee for any purpose, 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. Aldi will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Aldi agrees that it is a separate and independent enterprise from the public entity, that it has a full opportunity to find other business, that it has made its own investment in its business, 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 Aldi and the City, and the City will not be liable for any obligation incurred by Aldi, including but not limited to unpaid minimum wages and/or overtime premiums, or unpaid contractors or subcontractors.

11. Nondiscrimination. Aldi 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, or political opinion or affiliation, against any contractor or employee of Aldi or applicant for employment and shall include a similar provision in all contracts let or awarded hereunder.
12. Notices. All notices required or permitted herein are required to be in writing and may be given by FAX or by first class mail addressed to City at 110 West Maddux, Branson, Missouri 65616, and Aldi at the address indicated below. The date of delivery of any notice given by U.S. mail shall be the date falling on the second full day after the date of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.
13. 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.
14. Jurisdiction and Venue. 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 adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

**[Signature Page Follows]**

IN WITNESS WHEREOF, City and Aldi have signed multiple copies of this Contract. Counterparts have been delivered to City and Aldi. All portions of the Contract Documents have been signed, initialed or identified by City and Aldi.

This Contract will be effective on \_\_\_\_\_, 2020 (which is the "effective date" of the Contract).

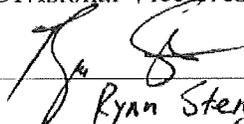
CITY OF BRANSON, MISSOURI

Aldi Inc. (Kansas)

By: \_\_\_\_\_  
E. Edd Akers, Mayor

By:   
Mark Bersted  
Divisional Vice President

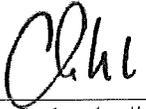
Attest \_\_\_\_\_  
Lisa K Westfall  
City Clerk

Attest   
Ryan Stemmons  
Director of Real Estate

Address for giving notices  
110 W. Maddux  
Branson, MO 65616

Address for giving notices:  
10505 S. K7 Highway  
Attention: Director of Real Estate  
Olathe, KS 66061

Approved as to Form:

 #51831 8/20/20  
Chris Lebeck, #51831  
City Attorney

**EXHIBIT A**  
**Property Legal Description**

ALL OF LOT 1B, THE SHOPPES AT BRANSON HILLS LOT 1B, A MINOR SUBDIVISION OF LOT 1 OF THE SHOPPES AT BRANSON HILLS PER THE RECORDED REPLAT THEREOF, RECORDED AS DOCUMENT 2019P00030, PLAT BOOK/SLIDE L AT PAGE 424, TANEY COUNTY, MISSOURI.

**EXHIBIT B**  
**Site Plan**

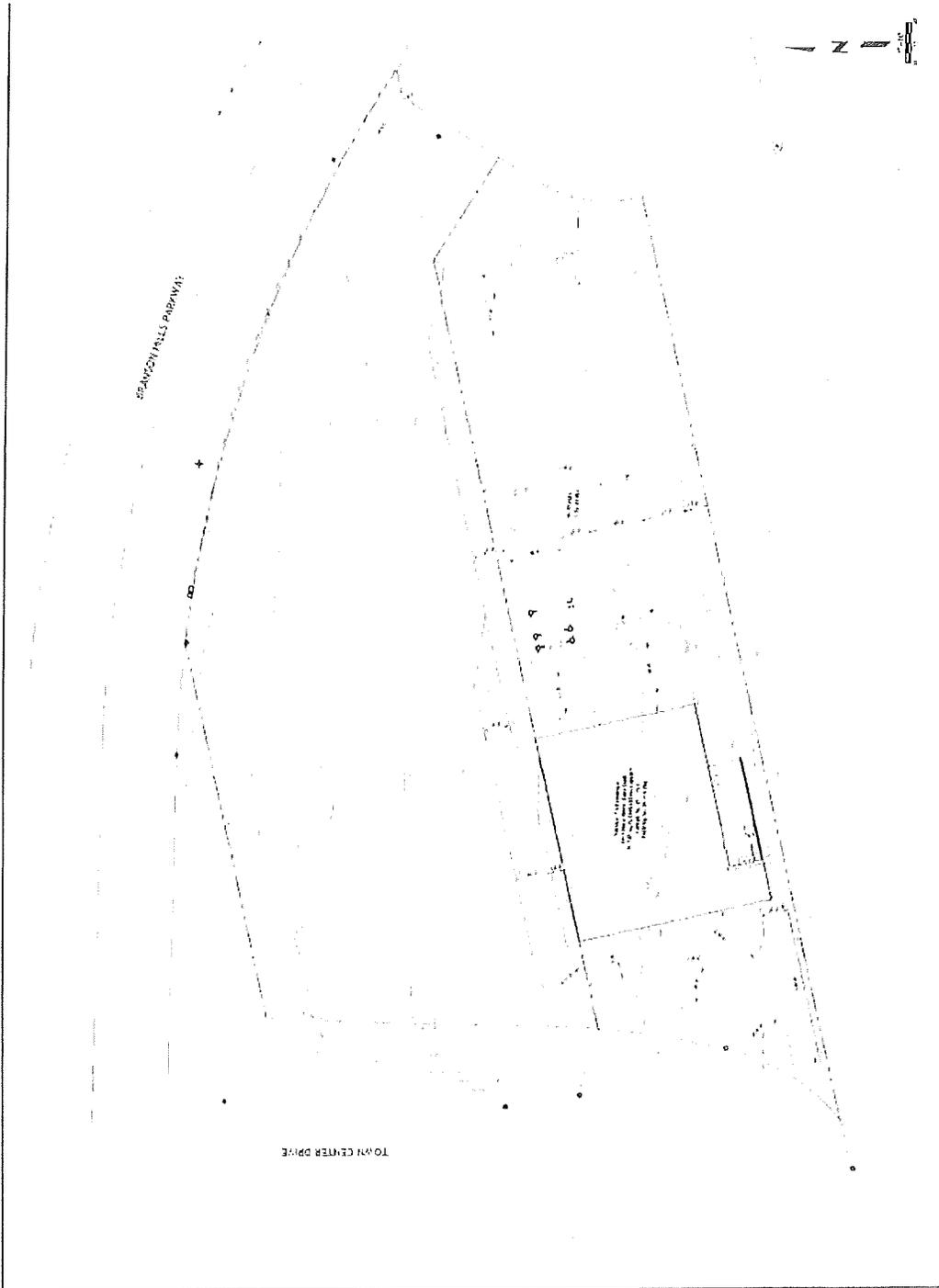


EXHIBIT C

# PUBLIC SANITARY SEWER PLANS

## FOR

# LOTS 1A & 1B OUTLOT 8

# SHOPPES AT BRANSON HILLS

BRANSON, MISSOURI  
JULY, 2019

ITEM	UNIT	AMOUNT	AS-BUILT
ESTIMATED PUBLIC QUANTITIES			
1" DIA. 36" PIPE	LF	450	
4" DIA. MANHOLES	EA	2	
1" SERVICE PIPES	LF	20	
CONNECTIONS TO EXISTING	EA	1	

**UTILITIES**

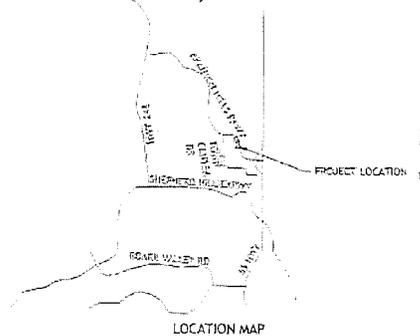
**Sewer:**  
City of Branson  
110 West Main  
Branson, MO 65616  
Tara Norback  
417-243-2733  
tnorback@bransonmo.gov

**Water:**  
Public Water Supply District #3  
307 Rimhart Rd.  
Branson, MO 65616  
Ed Young  
417-337-8451  
generalmanager@taneywater3.com

**Electric:**  
Liberty Utilities  
602 S. Joplin Ave.  
Joplin, MO 64602  
Chuck Greger  
417-337-0115  
chuck.greger@libertyutilities.com

**Gas:**  
Summit Natural Gas  
116 Chase Ck.  
Branson, MO 65616  
Jordan Slayton  
417-349-0512  
jslayton@summitnaturalgas.com

**Telephone:**  
Century Link  
211 S. 3rd St.  
Branson, MO 65616  
Bill Towle  
417-334-9327  
bill.towle@centurylink.com



**Benchmarks:**

TA-13: Alum Disk Set in 12" concrete post flush w/ground  
intersection of Church Road and Corporate Place.  
ELEV. + 860.23

**Project Benchmarks:**

BK02: Plus Cut in top of curb. Located at the end of the South East  
curb at the entrance of Ozark Scenic Drive off of Branson Hills Parkway.  
ELEV. 825.61

**UTILITY STATEMENT:**

THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES, FIELD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE, AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY.

**SAFETY NOTICE TO CONTRACTOR**

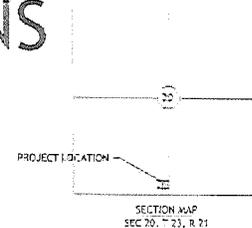
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICE, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

**WARRANTY/Disclaimer**

THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER SA ENGINEERING NOR ITS PERSONNEL CAN OR DO WE WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED, EXCEPT IN THE SPECIFIC CASES WHERE SA ENGINEERING PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTINGUOUS BASIS AT THE SITE.

**CAUTION- NOTICE TO CONTRACTOR:**

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.



**INDEX OF SHEETS**

- C-1 COVER SHEET
- C-2 EXISTING CONDITIONS (ALTA SURVEY)
- C-3 SANITARY NOTES
- C-3.1 OVERALL SITE PLAN
- C-4 GRADING PLAN
- C-5 SANITARY LINE A PLAN AND PROFILE
- C-6 DETAILS

**DEVELOPER / OWNER**

ALDIS INC  
RYAN STEWARTS, DIRECTOR OF REAL ESTATE  
10505 SOUTH R-7 HWY  
GLATHE, KS 66061  
913-768-1119

**SURVEYOR**

J EJ SURVEYING  
6200 NW TOWER DR., SUITE 102  
PLATTE WOODS, MO 64151  
PHONE (816)741-1037  
FAX (816)741-1018

**ENGINEER**

SA ENGINEERING  
SANKHARUNOWSKY  
5507 HIGH MEADOW CIRCLE  
MAHATTAN KANSAS, 66503  
SANKHARUNOWSKY@GMAIL.COM  
785.341.9747

**APPROVED**

*[Signature]*  
CITY ENGINEER DATE

APPROVED FOR ONE YEAR FROM THIS DATE

*[Professional Engineer Seal]*

SAMUEL D. MAJLUNOWSKY  
PROFESSIONAL ENGINEER

COVER SHEET

FOUR (4) SANITARY SEWER PLANS FOR LOTS 1A & 1B OUTLOT 8 SHOPPES AT BRANSON HILLS

REVISIONS

NO.	DATE	DESCRIPTION

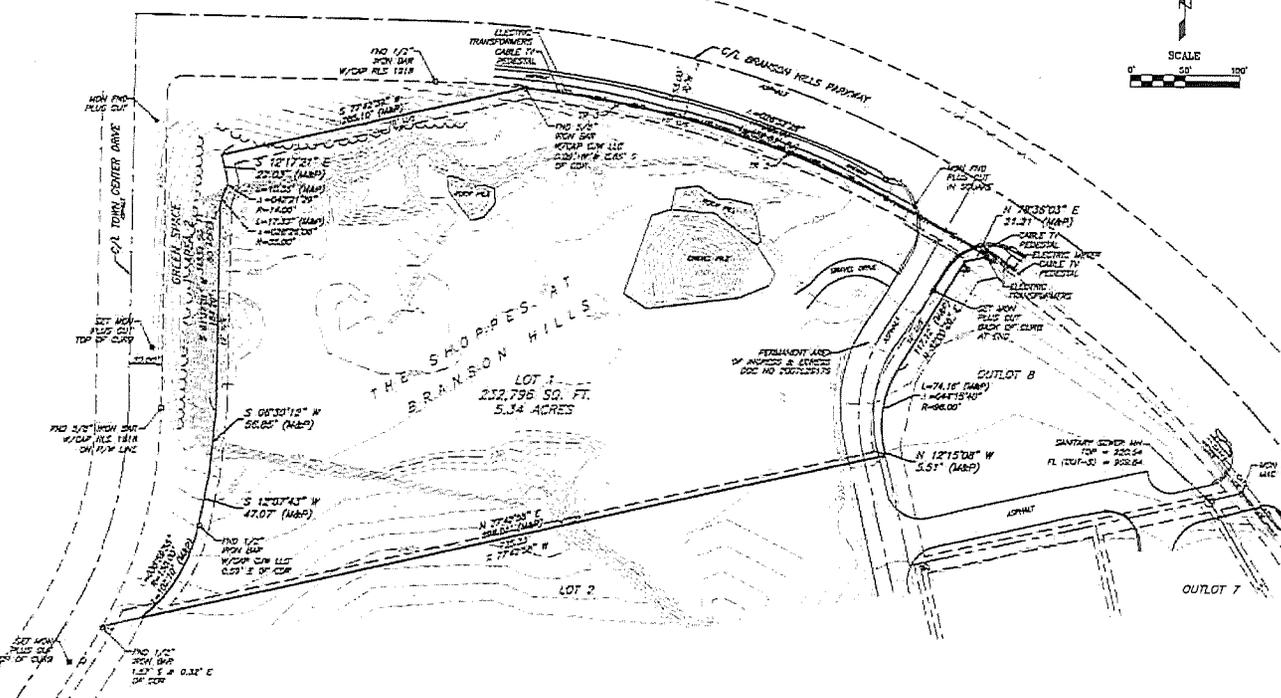
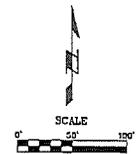
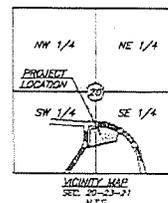
DATE: 7/20/19

SCALE: AS SHOWN

PROJECT NO: 19-001

SHEET NO: 1 OF 6

ALTA/NSPS LAND TITLE SURVEY  
SECTION 20, TOWNSHIP 23 NORTH, RANGE 21 WEST  
CITY OF BRANSON, TANEY COUNTY, MISSOURI



SURVEY CONTROL POINTS				
Point #	Marking	Coasting	Elevation	Description
19	306500.57	1425902.30	230.25	PLUS CUT TOP OF CURB
21	306422.24	14257094.52	223.62	PLUS CUT TO @ END
22	306915.49	14258779.26	227.00	NW PLUS CUT IN SCHEDULE
23	306992.40	1425325.19	246.83	SW PLUS CUT INDOOR CORNER
24	306787.00	1425880.15	321.45	PLUS CUT TOP OF CURB
25	306256.44	1424977.51	222.91	MEC HALL

**OWNER:**  
BRANSON SHOPPES DEVELOPMENT COMPANY  
1021 ASHLAND RD #1405  
COLUMBIA MISSOURI 65214

**CLIENT:**  
ALB  
Branson, Missouri 64724

**PROPERTY LOCATION:**  
1241 BRANSON HILLS PARKWAY  
CITY OF BRANSON,  
TANEY COUNTY, MISSOURI

**UTILITY Note:**  
The utilities on this survey are shown based on source information from plans and markings and were compared with observed evidence of utility placement in Section 20. It is to be noted that the exact location of underground utilities cannot be ascertained, and reliability depicted. In addition, in some jurisdictions, 011 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

**Benchmarks:**  
M-15: Alum Dole Set in 12" concrete post flush w/ground Intersection of Church Road and Corporate Place.  
ELEV. = 680.23

**Project Benchmark:**  
BULLS Plus Cut in top of curb. Located at the end of the South East curb of the entrance of Ozark State Drive off of Branson Hills Parkway.  
ELEV. = 223.82

- LEGEND**
- + - BENCHMARK
  - - MOVEMENT FOUND AS NOTED
  - - SET MOVEMENT AS NOTED
  - - FOUND LOG SIGN BUT AT CORNER UNLESS OTHERWISE NOTED
  - (P) - PLATTED DISTANCE
  - (M) - MEASURED DISTANCE
  - (U) - MEASUREMENT
  - /○ - POINT OF BEGINNING
  - ⊙ - GEODESIC TREE
  - △ - TREE HEDGEBANK
  - E - WATER VALVE
  - ⊙ - SANITARY MANHOLE
  - - SANITARY SEWER LINE
  - - SANITARY ELECTRIC
  - - CABLE TV
  - - TREE LINE

- LEGAL DESCRIPTION:**
- Tract 1:  
Lot One (1), First Plat of The Shoppes at Branson Hills, a subdivision as per the recorded plat thereof, Plat Book/Sheet 1 Pages 232-240, Taney County, Missouri.
- Tract 2:  
Together with the non-exclusive easements appurtenant as established by the terms and provisions of plat entitled, Covenants with Conditions and Restrictions Affecting Land defined as of November 21, 2006, by and among Plaintiff First Capital Business Trust, Tom's Inc. and, and Branson Shoppes Development Company, and re-recorded November 22, 2006 in Book 263 Page 7201, as amended by that certain First Amendment recorded May 11, 2007 in Document No. 200722179.
- SCHEDULE 2 - Split 8 Utility:**  
Items 1-7, 13, 16-20, 22, 24, 29 and 33-35 are non-survey matter items
8. Building lines, restrictions, utility, drainage, storm sewer, sanitary sewer, and easement easements shown on the plat recorded November 22, 2006 in Plat Book/Sheet 1 Page 235. Affects subject property and is shown hereon.
  9. Grant of Right of Way to The Empire District Electric Company, as shown in Book 87 Page 315. Does not affect subject property.
  10. Pole Line Purvis granted to The Empire District Electric Company recorded in Book 182 Page 145 and in Book 175 Page 366. Does not affect subject property.
  11. Right of Way Easement granted to Public Water Supply District No. 3 of Taney County, Missouri recorded June 2, 1977 in Book 242 Page 2297. Does not affect subject property.
  12. Easement granted to The Empire District Electric Company recorded May 16, 1900 in Book 224 Page 205. Does not affect subject property.
  14. Right-of-way granted to The Empire District Electric Company recorded February 21, 1996 in Book 337 Page 6031. Does not affect subject property.
  15. Easement granted to GTE Midwest Incorporated recorded July 11, 1995 in Book 332 Page 6019. Does not affect subject property. Assignment and assumption of Interest Covenants, Limiting Use of any Agreement recorded September 16, 2002 in Book 403 Page 7201. Shown to determine the location of any easements.
  21. Building lines, restrictions, utility, drainage, storm sewer, sanitary sewer, and easement easements shown on the plat recorded in Plat Book/Sheet 1 Pages 232-240. Affects subject property and is shown hereon.
  22. Easement with Covenants and Restrictions recorded November 22, 2006 in Book 263 Page 7201, and First Amendment recorded May 11, 2007 in Document No. 200722179, but excluding any covenants or restrictions, if any, including but not limited to those stated herein, color, religion, sex, marital status, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, sex and race in any form or manner, race, except to the extent that said easement or restriction is permitted in applicable law. Affects subject property and is shown hereon.
  25. Easement for Public Sewer Mains granted to the City of Branson, Missouri recorded June 16, 2010 in Document No. 201025055. Does not affect subject property.
  26. Easement granted to The Empire District Electric Company, recorded November 22, 2006 in Document No. 201216110. Does not affect subject property.

- GENERAL SURVEY NOTES:**
- 1.) The Plat of THE SHOPPES AT BRANSON HILLS is recorded in Document No. 217, Side 1, Pages 232 - 240.
  - 2.) The Report of CUR1001211, dated November 21, 2016 at 8:00 AM prepared by Fidely National Title Insurance Company was provided by client.
  - 3.) Markings used on this survey are established by the Missouri State Plane Coordinate System from GPS observation.
  - 4.) The subject property is located in Zone X, and as determined to be outside the GDS Annual Change Frequency, as shown on Flood Insurance Rate Map (FIRM) 21122C02191E, effective March 15, 2012.
  - 5.) At the time of this survey, there was evidence of earth moving work, building construction or building additions was observed.
  - 6.) At the time of this survey, no evidence of recent staking or additional construction or repairs was observed.
  - 7.) At the time of this survey, no evidence of site use as a solid waste dump, pump or sanitary landfill was observed.

Fidely National Title Insurance Company

15 MISSOURI, No. 4 Fidelity National Title Insurance Company

NSPS is a public utility. This plat was filed and the survey was made in accordance with the 2016 Missouri Standard Exact Requirements for ALTA/NSPS Land Title Surveys. This plat was prepared by J & J Survey, L.L.C. on 11/21/2018. The survey was completed on the 14th day of November, 2018.

J & J SURVEY L.L.C.

Location: S 18 349 - Ozark State Drive DRAWINGS 18-349 ALTA-TOPO Dwg

DATE: 11/21/2018

SHEET 1 OF 1

**TRACER WIRE:** Tracer wire shall be installed with all sanitary sewer force mains and all sanitary sewer stub lines. The tracer wire and accessories shall be color coded per American Public Works Association (APWA) standards for the specific utility being marked.

**A. TRACER WIRE:**

1. Open Trench: Tracer wire shall be a 1/4, 12 or 10 AWG SOLID HDPE 30 MIL copper conductor with a 30 mil thick, high-density, high molecular weight polyethylene (HDPE) insulation and steel for 30 mils. Insulation and jacket shall be RFDIS compliant and utilize virgin grade material. Insulation color shall meet the APWA color code standards for identification of buried utilities. Tracer wire shall be Pre-Lite Safety Products or approved equal sold made in the USA.
2. Directional Drilling/Boring: Tracer wire shall be #12 AWG Copper Clad Steel, uncoiled 1055 steel, extreme strength, annealed, minimum breaking load of 4,200 lbs, with a minimum HDPE coating of 50 mils.
3. Pipe Bending: Tracer wire shall be #20AWG AWG Copper Clad Steel, uncoiled 1055 steel, extreme strength, annealed, minimum breaking load of 4,200 lbs, with a minimum HDPE coating of 50 mils.

**1. LOCATION TAPE:** Marking tape shall be installed 12 inches above the pipe in paved areas and shall be green in color and have "Buried Sanitary Sewer Line Below" printed on the tape at 20 to 30 inch intervals. The tape shall be installed directly above the centerline of the pipe.

**C. CONNECTORS:**

1. Direct bury wire connectors, including J-boxy, lockable connector, "Overhead Stake/No Lashing Connector" or approved equal. Mainline pipes to service line connector shall be specifically manufactured for use in underground tracer wire installation, shall be designed when fitted to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any unsealed wire exposure.
2. All tracer wire systems must be interconnected at intersections, at tees and crossovers. At tees, the three wires shall be joined using a single 3-way lockable connector. At crossovers, the four wires shall be joined using a 4-way connector. Using two 3-way connectors with a short jumper wire between them is an acceptable alternative.
3. Directional drilling and pipe bending required in the trench or in the main line. Some wire systems may require pressure sensitive tape connections.

**D. TERMINATION/ACCESS:** All tracer wire termination points must utilize an approved tracer wire access box. A minimum of two (2) of these wire is required in all grade level tracer wire access boxes after spring of final grade.

1. Service: Stub lines: Access to the tracer wire shall be through the clean out located at the right-of-way line or permanent easement line. The tracer wire shall terminate at the new or existing connection point with an approved grounding anode. See Standard Detail Drawing.
2. Force Main: Access to the tracer wire shall be through a valve box at both ends of the force main. The tracer wire shall terminate at both ends with an approved grounding anode. See Standard Detail Drawing.
3. Low Pressure Mains: Access to the tracer wire shall be through a valve box at both ends of the force main. The tracer wire shall terminate at all dead ends with an approved grounding anode. See Standard Detail Drawing.
4. Low pressure main lines shall have access to the tracer wire through the valve box. The tracer wire shall connect to the low pressure main tracer wire. See Standard Detail Drawing.
5. On highways, in excess of five hundred (500) linear feet without service lines, tracer wire access must be provided utilizing an approved in-ground tracer wire access box. The box must be located out of the roadway and dedicated using a polyethylene marker post, color coded per American Public Works Association (APWA) standard for the specific utility being marked.

**E. GROUNDING:**

1. Tracer wire must be properly grounded at all dead ends/tees.
2. Grounding of tracer wire shall be achieved by use of a dedicated magnesium grounding anode rod with a minimum of 30 linear feet of #14 AWG (HDPE) copper clad wire connected to the anode.

**F. INSTALLATION-GENERAL:**

1. Tracer wire installation shall be performed in such a manner that allows preparation for connection of low frequency equipment, proper labeling of wall wiring box, or disconnection of low frequency (112 Hz) signal for duration in excess of 1200 linear feet, and without unsealed or exposed conductive wire being installed in close proximity to one another.
2. Tracer wire system must be installed as a continuous single wire. No joining or cutting of wire is allowed.
3. Any damage occurring during installation of the tracer wire must be immediately reported in an approved work report method. Repair and/or spray coating shall not be allowed.

4. All tracer wire terminations shall go to ground using an approved waterproof connection to a dedicated magnesium grounding anode rod, located at the same depth as the tracer wire. The anode will be buried on the opposite side of the utility at the furthest road point. The anode wire will be connected to the tracer wire access box to the tracer wire utilizing the connection point in the access box.
5. Mainline tracer wire shall not be connected to existing conductive pipes. First as a minimum ground rod using an approved work report connection to a grounding anode, buried at the same depth as the tracer wire.
6. All service stub line tracer wires shall be connected to the mainline with a single wire, (no looping will be allowed) using a maximum to lateral lay connector, installed without cutting/impairing the mainline tracer wire.
7. In circumstances where existing tracer wire is encountered on an existing utility that is being extended or installed, the new and existing tracer wire shall be connected using approved splice connections, shall be properly grounded at the splice location as specified and be completely waterproof to prohibit corrosion and loss of conductivity.

**G. PROHIBITED PRODUCTS AND METHODS:** The following products and methods shall not be allowed or acceptable.

1. Uninsulated tracer wire
2. Tracer wire insulation other than HDPE
3. Tracer wire connectors
4. Data or support lines used
5. Wire connections utilizing splicing or splicing tape
6. Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
7. Loose fittings with tracer wire connection tags
8. Wire terminations within the roadway
9. Connecting tracer wire to existing conductive utilities

**H. TESTING:** All new tracer wire installations shall be tested using typical low frequency (112 Hz) line tracing equipment, witnessed by city personnel, prior to acceptance of ownership. This verification shall be performed upon completion of final grading and upon prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

**SANITARY SEWERS**

1. DEVELOPMENT PLANS ARE APPROVED INITIALLY FOR ONE (1) YEAR, AFTER WHICH THEY AUTOMATICALLY BECOME VOID AND MUST BE UPDATED AND RE-APPROVED BY THE DIRECTOR OF PUBLIC WORKS/ENGINEERING BEFORE ANY CONSTRUCTION WILL BE PERMITTED.
2. THE CITY'S PLAN REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH CITY OF BRANSON DESIGN CRITERIA AND THE CITY CODES AND ORDINANCES. THE CITY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, OR DIMENSIONS AND ELEVATIONS THAT SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE. THE CITY THROUGH APPROVAL OF THIS DOCUMENT ASSUMES NO RESPONSIBILITY OTHER THAN AS STATED ABOVE FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
3. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS APPROVED BY THE CITY OF BRANSON AND ONE (1) COPY OF THE APPROPRIATE CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
4. CONSTRUCTION OF THE IMPROVEMENTS SHOWN OR IMPLIED BY THIS SET OF DRAWINGS SHALL NOT BE INITIATED OR ANY PART THEREOF UNDERTAKEN UNTIL THE DIRECTOR OF PUBLIC WORKS/ENGINEERING IS NOTIFIED OF SUCH INTENT AND ALL REQUIRED AND PROPERLY EXECUTED BONDS AND PERMIT FEES ARE RECEIVED AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS/ENGINEERING.
5. THE LATEST EDITION OF THE CITY OF BRANSON TECHNICAL SPECIFICATIONS SHALL GOVERN CONSTRUCTION OF THIS PROJECT.
6. ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED IMMEDIATELY BY THE CONTRACTOR AT THEIR EXPENSE.
7. ALL BACKFILL SHALL COMPLY WITH THE CITY OF BRANSON TECHNICAL SPECIFICATIONS.
8. ALL SEWER STUB LINES SHALL BE LAID ON 1.00% GRADE UNLESS APPROVED OTHERWISE.
9. MBFE DENOTES MINIMUM BASEMENT FLOOR ELEVATION.
10. ALL MATERIALS AND WORKMANSHIP ASSOCIATED WITH THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE CITY. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE CITY OF BRANSON TECHNICAL SPECIFICATIONS.
11. WORK ON SATURDAYS OR LEGAL HOLIDAYS SHALL BE AS APPROVED BY THE CITY. SUCH APPROVAL SHALL BE GRANTED ONLY UPON ADVANCE NOTIFICATION OF A MINIMUM FIVE (5) WORKING DAYS PRIOR TO THE ANTICIPATED DATE OF THE WORK TO BE PERFORMED. SUNDAY WORK WILL NOT BE ALLOWED UNDER ANY CIRCUMSTANCE. LEGAL HOLIDAYS OBSERVED BY THE CITY OF BRANSON ARE NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, AND CHRISTMAS. THE ACTUAL DAYS OFF FOR THESE HOLIDAYS MAY VARY AND IN CERTAIN SITUATIONS ADDITIONAL DAYS MAY BE A PART OF THE AMOUNT OF TIME GRANTED AS AN OFFICIAL HOLIDAY BY THE CITY OF BRANSON. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN APPROVAL FOR THESE DAYS PRIOR TO THE ACTUAL REQUEST FOR INSPECTION SERVICES.
12. RELOCATION OF ANY WATER LINE, SEWER LINE OR SERVICE LINE THEREOF REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT THEIR EXPENSE.
13. THE CONTRACTOR SHALL NOTIFY THE CITY OF BRANSON UTILITIES DEPARTMENT 36 HOURS PRIOR TO EXCAVATION OF EXISTING SEWER MAINS. CITY PERSONNEL MUST BE ON SITE WHILE DIGGING AROUND EXISTING SEWER MAINS.
14. THE CONTRACTOR SHALL INSTALL AND PROPERLY MAINTAIN A TEMPORARY CAP OR PLUG AT THE END OF ALL SHIFTS AS DESCRIBED ABOVE. CAPS OR PLUGS SHALL BE INSTALLED AT THE OPEN END OF PIPE WITH A SUITABLE MECHANICAL PLUG TO PREVENT ENTRY OF FOREIGN MATERIAL UNTIL WORK IS RESUMED.
15. THE CONTRACTOR SHALL NOT MAKE ANY CONNECTIONS TO THE EXISTING SANITARY SEWER MAIN UNTIL ALL PORTIONS OF THE NEW EXTENSION HAVE BEEN PRESSURE TESTED, VACUUM TESTED AND APPROVED.
16. ALL ROADS TO BE KEPT FREE FROM CONSTRUCTION DEBRIS AND SEDIMENT.

**EROSION CONTROL NOTES**

1. PROTECT ALL STORM INLETS AND DRAINAGE CONVEYANCE FROM CONSTRUCTION DEBRIS AND SEDIMENT
2. DO NOT WASH CONCRETE TRUCKS INTO THE STORM SYSTEM.
3. DO NOT ALLOW SEDIMENT TO LEAVE CONSTRUCTION SITE.
4. KEEP ALL ROADS FREE FROM CONSTRUCTION DEBRIS AND SEDIMENT.



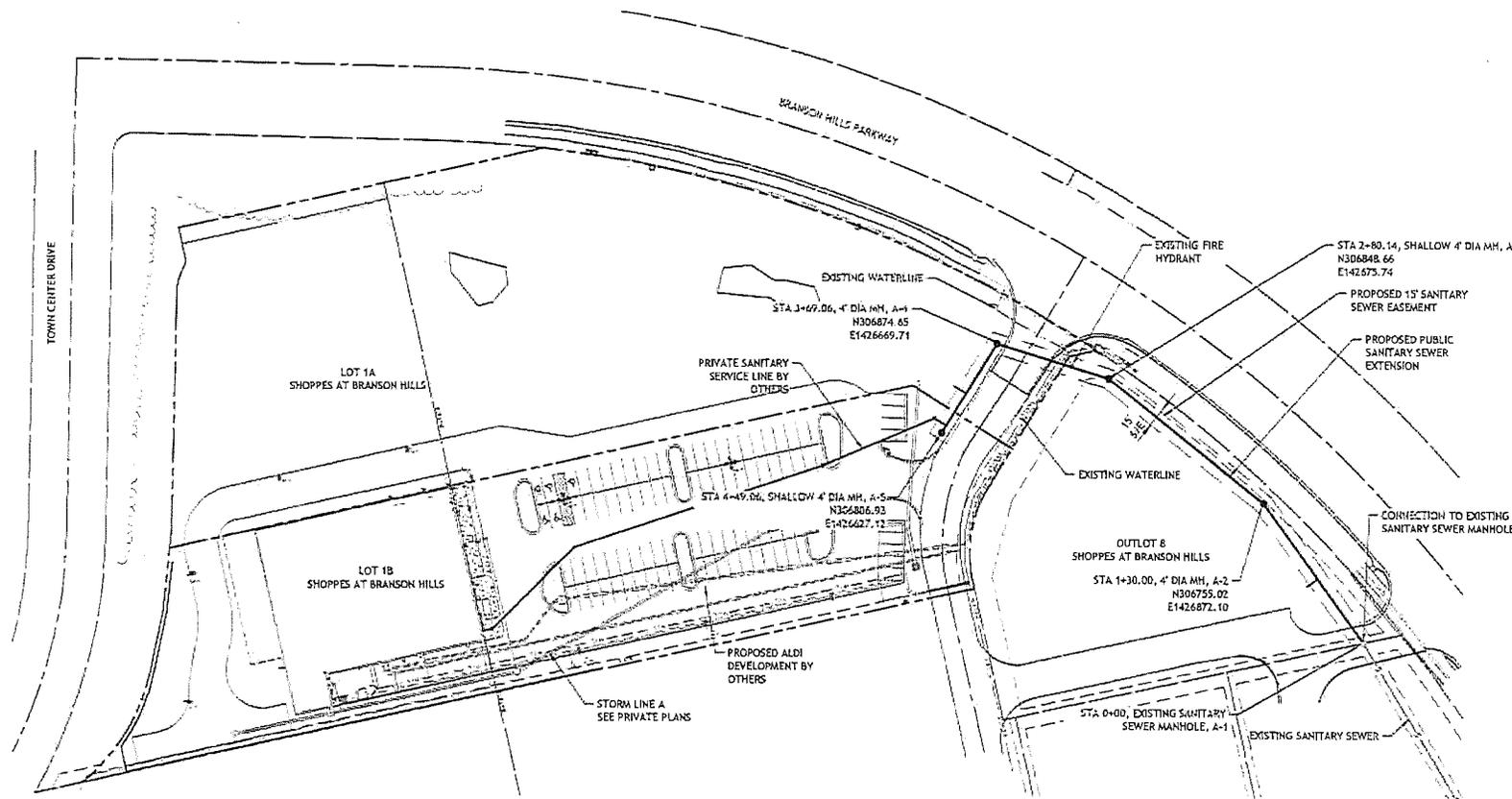
DATE	APPROVAL
12/15/2020	J. D. Smith
TITLE	REGISTERED PROFESSIONAL ENGINEER
NO.	12345
EXPIRES	12/15/2025

PUBLIC SANITARY SEWER PLANS  
 FOR  
 LOTS 1A & 1B, 10 OUTLOT B  
 SHIPPERS AT BRANSON HILLS

**BRANSON MISSOURI**

Public Works Engineering  
 111 N. Anderson St., 3rd Floor  
 Branson, MO 64604  
 Tel: 417-337-2336  
 Fax: 417-337-4111

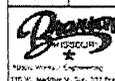
Drawn by: JDS  
 Checked by: JDS  
 Project No: 2020-001  
 Date: 12/15/2020



REGION ASSOCIATOR	
DATE	
TIME	
TIME	

PUBLIC SANITARY SEWER PLANS  
FOR  
LOTS 1A & 1B OUTLOT &  
SHOPPES AT BRANSON HILLS

SITE PLAN



Branson Engineering & Construction, Inc.  
1711 W. MacArthur St., Suite 3122, Branson, MO 64604  
TEL: 417-237-8100  
FAX: 417-237-8101

Drawn by: JCC  
Checked by: JCC  
Project No: 10000  
Date: 8/20/20



STA 0+00, EXISTING SANITARY SEWER MANHOLE, A-1

CONTRACTOR TO INSTALL TYPE III BARRICADES DURING PERIODS OF ROAD CLOSURE AT NO TIMES SHALL ROADS BE CLOSED OVERNIGHT

STA 0+60.00, INSTALL 10' OF 6" SERVICE STUB PROVIDE CLEANOUT WITH CAP AND TRAFFIC RATED LID AT EASEMENT LINE

MBFE 915.00

MBFE 921.00

STA 1+30.00, 4" DIA MH, A-2  
N306755.02  
E1426872.10

STA 4+49.06, SHALLOW 4" DIA MH, A-5  
N306806.93  
E1426627.12

CONTRACTOR TO INSTALL TYPE III BARRICADES DURING PERIODS OF ROAD CLOSURE AT NO TIMES SHALL ROADS BE CLOSED OVERNIGHT

STA 4+37.99, INSTALL 10' OF 6" SERVICE STUB  
N306813.03  
E1426630.95

NOTE:  
CONTRACTOR TO INSTALL TRACER WIRE ON ALL STUBS SEE TRACER WIRE NOTE SHEET C-3-D

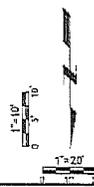
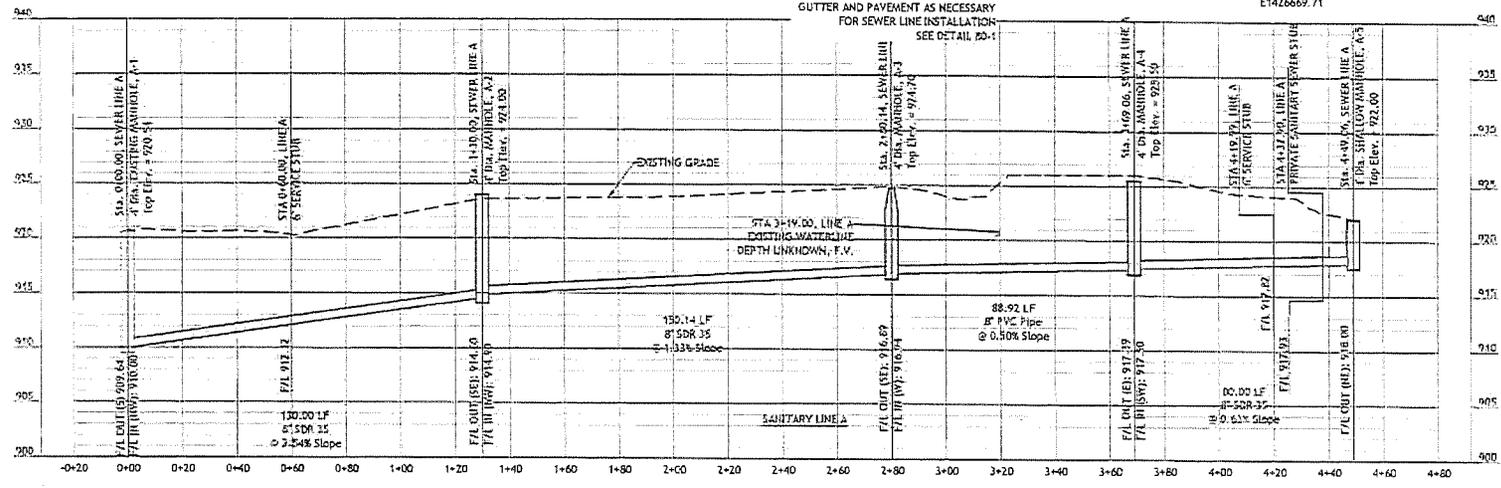
STA 2+80.14, SHALLOW 4" DIA MH, A-3  
N306848.66  
E142675.74

EXISTING FIRE HYDRANT CONTRACTOR TO COORDINATE WITH PUBLIC WATER SUPPLY DISTRICT #3 ON RELOCATION

MBFE 920.00

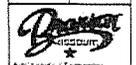
STA 3+59.06, 4" DIA MH, A-4  
N306874.65  
E1426669.71

SAWCUT, REMOVE AND REPLACE CURB-GUTTER AND PAVEMENT AS NECESSARY FOR SEWER LINE INSTALLATION SEE DETAIL 80-1

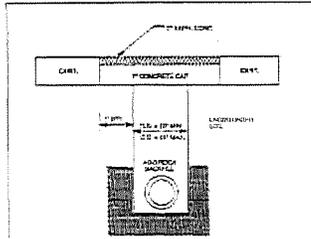


DATE	DESCRIPTION

PUBLIC SANITARY SEWER PLANS  
LOTS 14, 6, 18, OUTLOT B  
SLOTTED AT BRANSON HILLS



James H. ...  
Professional Engineer  
110 W. Main St., Ste. 100  
Branson, MO 64604  
Tel: 417-321-4510  
Fax: 417-321-4511

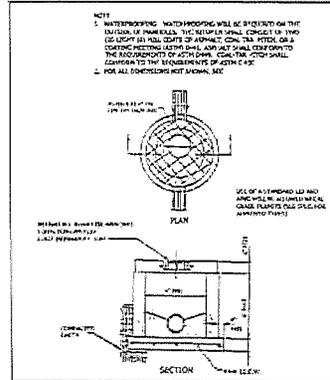


NOTE  
THIS IS AN ENLARGED SECTION OF ACTUAL TRENCH WHICH SHALL BE SET AS SHOWN TO THE TRENCHING CONTRACTOR'S COMPLETION

 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64510	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STREET PATCH DETAIL	STANDARD DRAWING 31-3

City of Branson  
November 2014

Section 310 Drawing

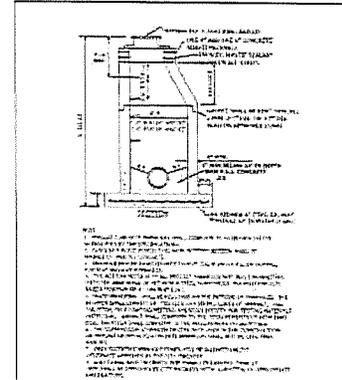


NOTE  
1. WATERPROOFING: WATERPROOFING WILL BE SPECIFIED ON THE BASIS OF SOIL ANALYSIS. THE BELIEVED SOIL COMPOSED OF 10% (BY WEIGHT) OF SAND, 60% (BY WEIGHT) OF SILT, AND 30% (BY WEIGHT) OF CLAY. THE RECOMMENDATIONS OF A SOIL ENGINEER SHALL BE REFERENCED TO THE REQUIREMENTS OF THIS SPECIFICATION.  
2. FOR ALL CONCREDES NOT SHOWN, SEE

 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64510	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STANDARD SHALLOW MANHOLE DETAIL	STANDARD DRAWING 31-3

City of Branson  
November 2014

Section 310 Drawing

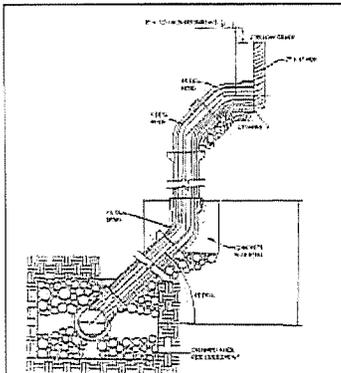


NOTE  
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 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64510	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STANDARD MANHOLE DETAIL	STANDARD DRAWING 31-3

City of Branson  
November 2014

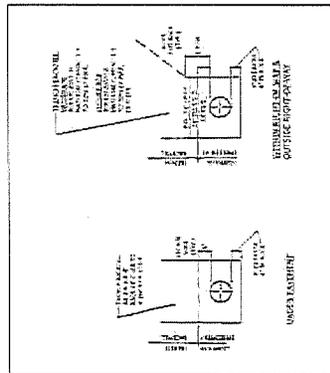
Section 310 Drawing



 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64510	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STANDARD DEEP TRENCH SERVICE RISER (IN HOOD)	STANDARD DRAWING 31-5

City of Branson  
November 2014

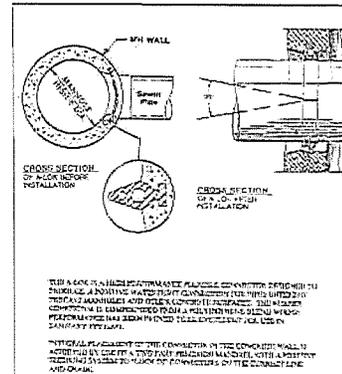
Section 310 Drawing



 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64510	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STANDARD MANHOLE CONNECTION	STANDARD DRAWING 31-4

City of Branson  
November 2014

Section 310 Drawing



 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64510	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STANDARD MANHOLE CONNECTION	STANDARD DRAWING 31-4

City of Branson  
November 2014

Section 310 Drawing



REVISIONS	DATE	BY	DESCRIPTION

PUBLIC SANITARY SEWER PLANS  
LOTS 1A, B, 1B, OUTLOT B  
SHOPPERS AT BRANSON HILLS

DETAILS



Public Works Engineering  
1111 W. Main Street, 1st Floor  
Branson, MO 64510  
TEL: 417-737-5900  
FAX: 417-737-5901

Drawn by: [ ]  
Checked by: [ ]  
Project No.: [ ]  
Date: [ ]



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE RENEWAL OF A CONTRACT WITH PDC LABORATORIES, INC. FOR WASTEWATER ANALYSIS FOR THE CITY'S WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- One bid was received on August 15, 2018, from PDC Laboratories, for analysis of required samples taken to monitor compliance of the City's wastewater treatment plant effluents, samples taken from septic tank waste delivered to the wastewater facilities for treatment, and lake samples for monitoring conditions of Lake Taneycomo.
- PDC Laboratories currently provides this service for the City. PDC has provided reliable analysis in a timely manner and consistently provides necessary quality control reports, required by the Missouri Department of Natural Resources (MDNR), to assure accurate results.
- If approved this will be the final of two optional contract renewals. Contract terms require the vendor to maintain the original unit price(s) or a lower unit price if a renewal is desired. Central Power agrees to hold the original 2018 unit pricing under this renewal.
- Staff recommends approval of a contract with PDC Laboratories in an amount not to exceed \$27,500.00 for the 2021 contract period.
- Funds are budgeted in the proposed 2021 Utilities operational budget.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the proposed 2021 budget
- Other (see additional explanation)

**COMMUNITY PLAN 2030:** EI-3

**ATTACHED EXHIBITS:**

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF A CONTRACT WITH PDC LABORATORIES, INC. FOR WASTEWATER ANALYSIS FOR THE CITY'S WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

**DETAILED ANALYSIS:**

RFP - 2424-15 Waste Water Analysis	Bid Price	Estimated Quantity	Est. Cost 2021
Arsenic	\$ 8.00	4	\$32.00
Cadmium	\$ 8.00	4	\$32.00
Chromium	\$ 8.00	4	\$32.00
Copper	\$ 8.00	4	\$32.00
Lead	\$ 8.00	4	\$32.00
Mercury	\$ 8.00	4	\$32.00
Molybdenum	\$ 8.00	4	\$32.00
Nickel	\$ 8.00	4	\$32.00
Selenium	\$ 8.00	4	\$32.00
Zinc	\$ 8.00	4	\$32.00
TKN	\$ 27.00	4	\$108.00
Ammonia as N	\$ 22.00	4	\$88.00
Nitrate as N	\$ 20.00	4	\$80.00
Organic Nitrogen	No Chg	4	No Chg
Total Phosphorus	\$ 20.00	4	\$80.00
Total Potassium	\$ 10.00	4	\$40.00
PAN	No Chg	4	No Chg
Fecal Coliform	\$ 154.00	4	\$616.00
Percent Solids	\$ 11.00	4	\$44.00
Volatile % of Solids	\$ 6.50	4	\$26.00
Percent Ash	\$ 6.50	4	\$26.00
EFF - Oil & Grease	\$ 40.00	8	\$320.00
INF - Oil & Grease	\$ 40.00	24	\$960.00
EFF - Ammonia -N	\$ 17.00	104	\$1,768.00
INF - BOD	\$ 20.00	208	\$4,160.00
EFF - BOD	\$ 20.00	208	\$4,160.00
L/S - BOD	\$ 20.00	132	\$2,640.00
L/S - TSS	\$ 10.00	132	\$1,320.00
EFF - TR Aluminum	\$ 15.00	104	\$1,560.00
EFF - Total Phosphorus	\$ 22.00	208	\$4,576.00
EFF - E-Coli	\$ 20.00	62	\$1,240.00
EFF - Total Kieldahl Nitrogen	\$ 26.00	8	\$208.00
EFF - Acute WET	\$ 480.00	2	\$960.00
SEPTIC - BOD	\$ 20.00	50	\$1,000.00
SEPTIC - Total Solids	\$ 10.00	30	\$300.00
GRIT - TCLP	\$ 150.00	2	\$300.00
L/S - Ammonia	\$ 17.00	4	\$68.00
L/S - Oil & Grease	\$ 40.00	4	\$160.00
L/S - Fecal Colifom	\$ 20.00	4	\$80.00
<b>2021 Total</b>			<b>\$27,208.00</b>

BILL NO. 5870

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE RENEWAL OF A CONTRACT WITH PDC LABORATORIES, INC. FOR WASTEWATER ANALYSIS FOR THE CITY'S WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson is approving the contract renewal with PDC Laboratories, Inc.; and

**WHEREAS**, PDC Laboratories, Inc. has been recommended for approval by staff; and

**WHEREAS**, the Board of Aldermen desires to approve the contract renewal.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract renewal with PDC Laboratories, Inc. for wastewater analysis for the City's wastewater treatment facilities in the amount not to exceed \$27,500.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Cell #51831 7/11/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



### SERVICES CONTRACT

THIS CONTRACT made and entered into this 27<sup>th</sup> day of November, 2018, by and between the City of Branson, Missouri (the "City") and PDC Laboratories, Inc. ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2019 to a date ending December 31, 2019, with the option to renew the contract for up to two (2) additional successive one-year terms at the same unit price(s) or a lower unit price as offered at the time of renewal by Service Provider. Each additional year will require a contract and Board of Aldermen approval. Service Provider may decline renewal of the contract by providing the City written notice at least ninety (90) days prior to the end of the contract term, or extensions thereto. The contract shall not bind, nor purport to bind, the City to renew beyond the original term unless written approval is provided by the City.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Seven Thousand Five Hundred Dollars (\$27,500.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty

(30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Branson as additionally

insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

\_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522  
Fax: 417-335-4354 – Attn: Contract Management

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

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: John R. LaPayne 100918  
(Signature) Date

[Signature] 11/27/18  
Karen Best Date  
Mayor

Name: John R. LaPayne  
(Printed Name)

Title: Vice President

ATTEST: [Signature] 11/27/18  
Lisa K Westfall Date  
City Clerk

Company Name: PDC Laboratories, Inc  
Local  
Address: 1805 W. Sunset St.  
Springfield, MO 65807

Phone: 417-864-8924  
E-Mail: jlapayne@pdc lab.com  
c.cooper@pdc lab.com

APPROVED AS TO FORM: [Signature] 11.5.18  
Date  
William T. Duston  
City Attorney

Tax ID: 37-1108366



PDC Laboratories  
1805 W. Sunset  
Springfield, MO 65807

## SCOPE OF WORK

1. Purpose: PDC Laboratories agrees to provide testing of wastewater sludge for two (2) wastewater treatment plants on an as needed basis and laboratory analysis of samples from influents and effluents of the two- (2) wastewater treatment plants, and various other lake and stream samples on a weekly, monthly or annual basis as shown on the pricing page for the period commencing January 1, 2019 through December 31, 2019 in accordance with the following general requirements.

### General Requirements:

2. Wastewater Treatment Plant sludge testing parameters
  - Arsenic
  - Cadmium
  - Chromium
  - Copper
  - Lead
  - Mercury
  - Molybdenum
  - Nickel
  - Selenium
  - Zinc
  - Total Nitrogen
  - Ammonia as Nitrogen
  - Nitrate/Nitrite as Nitrogen
  - Organic Nitrogen
  - Total Phosphorus
  - Total Potassium
  - Plant Available Nitrogen

All above parameters are to be reported in wet weight value mg/kg, dry weight value mg/kg, and dry weight value lbs. / ton.

Fecal Coliform (This is to be the geometric method of at least 7 sludge samples) **this test must be performed within 6 hours from the time the sample is taken.**

Percent Solids  
Volatile Percent of Solids  
Percent Ash

Analysis of all parameters must be performed according to applicable Standard Methods procedures and meet all EPA 503 regulations.

It is essential for quick and timely turnaround of not more than 10 working days for results of analysis.

3. Wastewater treatment plants, and various other lake and stream testing parameters

Location	Analyte
Effluent	Oil & Grease
Influent	Oil & Grease
Effluent	Ammonia-N
Influent	BOD
Effluent	BOD
Lake/Stream	BOD
Lake/Stream	TSS
Effluent	Total Recoverable Aluminum
Effluent	Total Phosphorus
Effluent	E-Coli
Effluent	Total Nitrogen
Effluent	Acute Whole Effluent Toxicity (WET) (A.E.C. % 100 Dilution Series 100%, 50%, 25%, 12.5% and 6.25% - Control 100%)

Alternate Additional

Septic	BOD
Septic	Total Solids
Grit	T.C.L.P.
Lake/Stream	Ammonia
Lake/Stream	Oil & Grease
Lake/Stream	Fecal Coliform

4. All parameters must be analyzed according to standard methods.
5. It is essential that turnaround times must be met, absolutely no exceptions will be granted.
6. PERFORMANCE

6.1 PDC Laboratories shall supply properly prepared and preserved replacement sample collection bottles, any necessary travel blanks, and chain of custody forms. Costs for these items shall be included in cost for analysis. (NO separate additional costs for these items will be allowed.)

Clean, fresh labels shall be affixed to each sample bottle. The labels shall clearly indicate: the City's name, parameter(s) to be analyzed, and any preservative needed. Sample bottles and/or container shall be cleaned and prepared to Standard Methods specifications prior to delivery.

- 6.2 PDC Laboratories shall retain all samples for at least 10 days after the postmarked date of final analysis report. Test samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension for the retention time, if necessary.

Other than QA/QC reports to EPA, PDC Laboratories shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the City.

PDC Laboratories shall maintain the integrity of the City's samples at all time.

Electronic transfer of data, in the form of E-mail, by the city and PDC Laboratories, may be required.

**PDC Laboratories Shall Submit (At No Additional Charge)**

- 6.3 Copies of results from the most recent DMR-QA Performance Evaluation Study as required by the Missouri Department of Natural Resources in which PDC Laboratories was a participant, pertaining to the parameters required under this contract.
- 6.4 Copies of all corrective action letters sent to EPA in response to deficiencies identified in the most recent DMR-QA Performance Evaluation Study.
- 6.5 The City may request E-mail or faxed reports of preliminary analytical results.
- 6.6 Copies of the general laboratory QA/QC Program Procedures. Thoroughness of these procedures will be evaluated and will be a factor in the final decision in the award of this contract.
- 6.8 Evidence that the laboratory and all sub-contractor laboratories can meet MDL (Method Detection Levels) for the required parameters.

#### SPECIAL REQUIREMENTS:

##### QUALITY ASSURANCE/QUALITY CONTROL

- 6.9 PDC Laboratories shall have and maintain Quality Assurance/Quality Control (QA/QC) program procedures. These procedures must, at a minimum, provide details on those elements of quality assurance.
- 6.10 The laboratory QC procedures shall include, but not be limited to, the analysis of blanks, laboratory control samples, interference checks, laboratory duplicates, laboratory spikes, blank spikes, and as required with documentation, pertaining to the parameters required under this contract.

## SUBCONTRACTING WORK TO ANOTHER LABORATORY

- 6.11 Subcontracting of work to a third party must be with the City's prior approval. The third party laboratory must be able to meet the requirements in this RFB.

## HOLDING TIME

- 6.12 The laboratory will be required to perform analyses in accordance with the holding times specified in standard methods.

## LABORATORY REVIEW PACKAGES

- 6.13 PDC Laboratories will be required to submit the following information upon request:

Laboratory-derived method detection limits, including data used for the calculations. One data set will be included for each method, not each instrument.

A full set of acceptance criteria for recovery of standards and spikes, including the data used to make the calculations. One data set will be included for each method, not each instrument.

## DELIVERABLES

- 6.14 PDC Laboratories shall submit analytical results to the City. Hardcopy results and electronic deliverables must be received within the allotted turnaround time from the date of receipt of the sample. The data packages shall include all the reporting forms for samples and associated QC samples.

## ELECTRONIC DATA DELIVERABLES

- 6.15 The electronic data files should be submitted to the City in a Word or Excel format.

## LABORATORY PROGRESS REPORT

- 6.16 PDC Laboratories shall confirm receipt of samples within 24 hours of arrival at the laboratory, including information on number of samples received (preferably, a print-out of log-in database with sample ID and parameter requested), analytical problems (instrument downtime, holding times exceeded), documentation problems, schedule (difficulties in meeting deadlines) and/or other information that will affect delivery date and/or data integrity.
- 6.17 All problems that may arise during sample analysis must be reported immediately to the City. Follow-up documentation explaining the situation and action taken to correct the problem should be included with the data deliverable.

LOST SAMPLES:

- 6.18 PDC Laboratories will be responsible for all lost samples and analysis not performed on delivered samples in the allotted timeframe. PDC Laboratories responsibility begins when the City submits the sample to PDC Laboratories and the City representative signs the chain of custody form. If PDC Laboratories should lose a sample, PDC Laboratories is responsible for the replacement of the sample, and reimbursement to the City for all costs associated with the replacement of the sample and/or any fines or penalties assessed the City due to noncompliance for not performing required analysis in the required amount of time.
- 6.19 Shipping and handling cost will be covered by the City of Branson, although overall bid award will be based on cost of analysis plus cost of shipping to the location of laboratory.
7. Invoicing: The City agrees to pay PDC Laboratories in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by PDC Laboratories and subject to approval by the requesting department that PDC Laboratories fully performed the work satisfactorily.
8. Subcontracting: PDC Laboratories must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. PDC Laboratories must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

PRICING PAGE

PDC Laboratories provided pricing information as specified below to provide testing for wastewater sludge at two (2) wastewater treatment plants on an as needed basis, and samples from influents and effluents of the two- (2) wastewater treatment plants, and various other lake and stream samples at the frequencies listed below for the City of Branson in accordance with the terms and conditions of the contract.

001.	Wastewater Treatment Plant Sludge:	
	Frequency - As necessary (not currently required)	Cost per Test
	Arsenic	\$ 8.00
	Cadmium	\$ 8.00
	Chromium	\$ 8.00
	Copper	\$ 8.00
	Lead	\$ 8.00
	Mercury	\$ 8.00
	Molybdenum	\$ 8.00
	Nickel	\$ 8.00
	Selenium	\$ 8.00
	Zinc	\$ 8.00
	Total Kjeldahl Nitrogen	\$ 27.00
	Ammonia as Nitrogen	\$ 22.00
	Nitrate/Nitrite as Nitrogen	\$ 20.00
	Organic Nitrogen	\$ Note 1
	Total Phosphorus	\$ 20.00
	Total Potassium	\$ 10.00
	Plant Available Nitrogen	\$ Note 2
	Fecal Coliform (This is to be the geometric method of at least 7 sludge samples)	\$ 154.00
	Percent Solids	\$ 11.00
	Volatile Percent of Solids	\$ 6.50 Note 3
	Percent Ash	\$ 6.50 Note 4

## 002. Wastewater Treatment Plant, and various other lake and stream samples:

<u>Location</u>	<u>Analyte</u>	<u>Qty.</u>	<u>Frequency</u>	<u>Turn Around</u>	<u>Cost per Test</u>
Effluent	Oil & Grease	2	Quarterly	7 Days	\$ 40.00
Influent	Oil & Grease	2	Monthly	14 Days	\$ 40.00
Effluent	Ammonia-N	2	Weekly	3 Days	\$ 17.00
Influent	BOD	4	Weekly	7 Days	\$ 20.00
Effluent	BOD	4	Weekly	7 Days	\$ 20.00
Lake/Stream	BOD	11	Monthly	14 Days	\$ 20.00
Lake/Stream	TSS	11	Monthly	14 Days	\$ 10.00
Effluent	T.R. Aluminum	2	Weekly	14 Days	\$ 15.00

Effluent	Total Phosphorus	4	Weekly	3 Days	\$ 22.00
Effluent	E-Coli	2	Weekly	2 Days (April 1 – Oct 31)	\$ 20.00
Effluent	Total Nitrogen	2	Quarterly	7 Days	\$ 26.00
Effluent	Acute WET	2	Annually	30 Days	\$ 480.00

(A.E.C. % 100 Dilution Series 100%, 50%, 25%, 12.5% and 6.25% - Control 100%)

Alternate Additional					
Septic	BOD	10*	Weekly	14 Days	\$ 20.00
Septic	Total Solids	20*	Weekly	14 Days	\$ 10.00
Grit	T.C.L.P.	as Necessary			\$ 150.00
Lake/Stream	Ammonia	as Necessary			\$ 17.00
Lake/Stream	Oil & Grease	as Necessary			\$ 40.00
Lake/Stream	Fecal Coliform	as Necessary			\$ 20.00

Note 1 - Calculation based on TKN and Ammonia as Nitrogen. You must include the analysis of the tests.

Note 2 - Calculation based on TKN, Nitrate/Nitrite as Nitrogen and Ammonia as Nitrogen. You must include the analysis of the tests.

Note 3 - Must include the analysis of Percent Solids.

Note 4 - Must include the analysis of Percent Solids and Volatile Percent Solids..



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE RENEWAL OF A CONTRACT WITH CENTRAL POWER SYSTEMS & SERVICES FOR GENERATOR AND BACKUP PUMP MAINTENANCE FOR THE UTILITIES AND FIRE DEPARTMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- Two bids were received on October 18, 2018, for scheduled maintenance and necessary repair of twenty-two (22) backup emergency generators and two (2) backup emergency pumps which are located at City sewer lift stations and treatment facilities and seven (7) generators located at City fire stations.

<u>Bidder</u>	<u>Regular Hours</u>	<u>After Hours</u>	<u>Evaluate and Inspect</u>
Central Power	\$85.00/hour	\$95.00/hour	\$75.00 each
Norton Power	\$90.00/hour	\$100.00/hour	\$180.00 each

- Under this service, the contractor will provide parts and labor for scheduled maintenance, testing, and routine and emergency repair to a variety of generator components, including engines and mechanical components, fuel systems, ignition systems, electricity generating components, electronics, and high voltage automatic transfer switches. Parts pricing and estimated service time will be provided by Central Power for review and approval by staff prior to purchase of parts or performance of a City requested task.
- Central Power currently provides this service for the City. Their work has been reliable, and service has been provided in a timely manner.
- If approved this will be the final of two optional contract renewals. Contract terms require the vendor to maintain the original unit price(s) or a lower unit price if a renewal is desired. Central Power agrees to hold the original 2018 unit pricing under this renewal. Total not to exceed cost for this service is \$29,500.00 for the contract period.
- Funds for this service are being budgeted in the 2021 Utilities operational budget.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the proposed 2021 budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** El-1.1 Action 1.1.1

**ATTACHED EXHIBITS:**

BILL NO. 5871

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE RENEWAL OF A CONTRACT WITH CENTRAL POWER SYSTEMS & SERVICES FOR GENERATOR AND BACKUP PUMP MAINTENANCE FOR THE UTILITIES AND FIRE DEPARTMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson is approving the contract renewal with Central Power Systems & Services; and

**WHEREAS**, the Central Power Systems & Services has been recommended for approval by staff; and

**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract renewal with Central Power Systems & Services for backup emergency generators and pumps in the amount not to exceed \$29,500.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CELL #51831 9/11/16*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this 1 day of September, 2020, by and between the City of Branson, Missouri (the "City") and **Central Power Systems and Services, Inc.** ("Service Provider") for renewal period **Two** from **January 1, 2021 to December 31, 2021.**

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1.**

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Nine Thousand Five Hundred Dollars (\$29,500.00), all of which is dependent upon budget appropriations.**

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Cody Jenkins 9-1-2020  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: Cody Jenkins  
(Printed Name)

ATTEST:  
\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Title: Branch Manager

Company Name: Central Power Systems

Address: 3100 E. Kearney Springfield APPROVED AS TO FORM:  
MO 65803

Phone: 417-865-0505

Chris Lebeck #51831 8/11/20  
Date

E-Mail: Cody.Jenkins@cpower.com City Attorney

Master Contract Number: C2019-0087

**SERVICES CONTRACT**

**THIS CONTRACT** made and entered into this 8<sup>th</sup> day of January, 2019, by and between the City of Branson, Missouri (the "City") and **Central Power Systems and Services, Inc.** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2019 to a date ending December 31, 2019, with the option to renew the contract for up to two (2) additional successive one-year terms at the same unit price(s) or lower unit price as offered at the time of renewal by the Service Provider. Each additional year will require a contract and Board of Aldermen approval. The Service Provider may decline renewal of the contract by providing the City written notice at least ninety (90) days prior to the end of the contract term, or extensions thereto. The contract**

shall not bind, nor purport to bind, the City to renew beyond the original term unless written approval is provided by the City.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Six Thousand Dollars (\$26,000.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522  
Fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Cody Jenkins 11-26-18  
(Signature) Date

Karen Best 11/8/19  
Karen Best Mayor Date

Name: Cody Jenkins  
(Printed Name)

Title: Branch Manager

ATTEST:  
Lisa K Westfall 11/8/19  
Lisa K Westfall City Clerk Date

Company Name: Central Power Systems

Address: 3100 E. Kearney

Springfield MO 65803

Phone: 417-865-0505

E-Mail: Cody.Jenkins@CPower.com

APPROVED AS TO FORM:  
Christopher W. Lebeck # 51831 11/9/18  
Christopher W. Lebeck Assistant City Attorney Date

Tax ID: 22940502

Central Power Systems & Services  
3100 E. Kearney St.  
Springfield, MO 65803

## SCOPE OF WORK

1. Purpose: Central Power Systems agrees to provide generator and bypass pump maintenance and repair services for the period commencing January 1, 2019 through December 31, 2019. Duties are shown in the following general requirements. Specific jobs are not outlined herein.
2. Minimum Qualifications:
  - 2.1 Central Power Systems will be, or employ, technician(s) with the ability to perform preventive maintenance, and repair as needed, on all electrical and mechanical components of multiple brands of twenty seven (27) back up emergency generators and maintenance of one (1) backup diesel powered bypass pump. The technician(s) must be knowledgeable in the use of required testing and measuring equipment required to trouble shoot, repair and maintain generators within the manufactures guidelines and recommendations; Central Power Systems or technician must have three (3) years' experience in generator maintenance, troubleshooting, and repair.
  - 2.2 Central Power Systems must be knowledgeable in troubleshooting, maintenance and repair that will include but not be limited to generator fuel systems, batteries; coolant systems, oil and air filter maintenance, oil requirements, electrical generating components, transfer switches and related components, contacts and connectors, and mechanical motor components.
3. Services:
  - 3.1 On an as requested basis, inspect and evaluate the following generator equipment on stationary and portable generators and by-pass pumps including:
    1. Generator and by-pass pumps
      - a. Inspect all hoses for condition and leaks
      - b. Inspect generator bearing for outer case rotation deterioration
      - c. Inspect output box cover rotating rectifier assembly alternator
      - d. Clean exciter and rectifier
      - e. Clean collector rings and commutator
      - f. Inspect battery terminal connections, clean as required
      - g. Check battery electrolyte level and correct as required
      - h. Load test battery
      - i. Inspect battery charger, check for proper voltage and amps, clean as necessary
      - j. Inspect all belts for proper tension, wear, and alignment
      - k. Check oil level
      - l. Check coolant level and protection factor
      - m. Pressure test radiator and inspect cap condition
      - n. Check for proper radiator air flow

- o. Inspect block heater
  - p. Inspect water pump
  - q. Inspect condition of fuel tanks and fuel lines
  - r. Inspect exhaust system components
  - s. Inspect ignition system on gas engines, including spark plugs and wires, distributor cap, points and condenser
2. Transfer Switch (where applicable)
    - a. Inspect and clean main contactor pads
    - b. Inspect control relays and printed circuits
    - c. Inspect control wiring and connections
    - d. Insure proper settings for time delays
    - e. Check enunciator panel functions (where applicable)
    - f. Simulate power loss, ensure genset energizes and transfer switch properly transfers
- 3.2 Give a detailed report on all inspections and evaluations. Estimate cost for any items identified needing replacement or repair. This report shall also include minor replacement parts that can be purchased locally and installed by City personnel. Repair needs identified in the inspections and evaluations will be prioritized by City personnel and scheduled as the budget allows.
  - 3.3 Perform the following scheduled preventive maintenance as necessary: (Schedule of preventive maintenance will be determined by authorized City personnel and costs will be based on hourly rates, parts and materials as indicated in the described, not to exceed quotation process, below)
    1. Change engine oil
    2. Replace oil filter
    3. Replace air filter
    4. Replace fuel filter(s)
  - 3.4 Prices quoted shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage, and exclude taxes. Prices quoted must be firm for the term of the contract.
  - 3.5 A written, cost not to exceed, quotation for labor will be required from Central Power Systems for each job (project) to be performed under this contract determined by the applicable hourly rate times the number of estimated hours required to complete the job.
  - 3.6 Central Power Systems shall provide a separate written, cost not to exceed, quotation for parts and materials needed to complete each job (project). The City will evaluate the materials pricing and reserves the right to purchase the parts and materials separately if it is in the best interest of the City.
  - 3.7 All repairs, replacements, and preventive maintenance must be agreed upon by authorized City personnel before work begins.

- 3.8 Central Power Systems shall be available at all times to contact in case of emergency breakdowns or malfunctions and make arrangements with City personnel to evaluate and repair at the soonest time possible.
  - 3.9 Regular work hours for this contract shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work performed outside of these times shall be considered after hour's service and shall be charged at a separate rate specified in the bid (see pricing page). After hours work is not normally required so they must be coordinated and approved by the Director or designee of the City Department for which the work is being performed.
  - 3.10 Work defined as repair, replacement, and preventive maintenance should be bid at the regular or after hour's rate as outlined on the pricing page.
  - 3.11 Central Power Systems shall properly dispose of all waste materials, including all replaced and removed parts, materials and fluids in a manner meeting all state and federal regulations. Central Power Systems is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.
4. Safety:
- 4.1 Central Power Systems and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, County and City regulations and any other applicable rules and regulations. Central Power Systems and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.
5. Invoicing:
- 5.1 The City agrees to pay Central Power Systems in arrears according to the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Central Power Systems and subject to approval by the requesting department that Central Power Systems fully performed the work satisfactorily.
6. Subcontracting:
- 6.1 Central Power Systems must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Central Power Systems must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

**PRICING PAGE**

Central Power Systems provided pricing information as specified below to provide generator maintenance and repair in accordance with the terms and conditions of the contract.

001.	Cost for maintenance and repair during regular hours	\$ 85.00 / hr.
002.	Cost for maintenance and repair after regular hours	\$ 95.00 / hr.
003.	Cost to evaluate and inspect each generator and bypass pump	\$ 75.00 / each



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE THIRD RENEWAL OF THE SERVICES CONTRACT WITH SPECIALTY AIR CONDITIONING SERVICES, INC. PERTAINING TO HVAC MAINTENANCE SERVICES FOR THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

**INITIATED BY:** PUBLIC WORKS

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- Bids were received on August 21, 2017 for the annual heating, ventilating and air conditioning (HVAC) maintenance and repair for the city buildings and facilities. The bid included an option to renew for up to three (3) additional successive one-year terms. Review and approval by the Board of Aldermen is required prior to entering into a renewal of the contract.
- An ordinance accepting the bid of Specialty Air Conditioning Services, Inc. was approved by city council on October 24, 2017 for a not to exceed amount of \$45,000.00 for fiscal year 2018.
- An ordinance accepting the first renewal with Specialty Air Conditioning Services, Inc. was approved by city council on November 13, 2018 for a not to exceed amount of \$75,000 for fiscal year 2019. The second renewal was approved by city council on November 26, 2019 for fiscal year 2020.
- This is the final optional renewal allowed in the original Request for Bid.
- Staff recommends the option for the third renewal with Specialty Air Conditioning Services, Inc. for the HVAC maintenance and repair of city buildings and facilities for FY2021 in the not to exceed amount of \$75,000.00.
- Funds for this service are in the recommended and proposed budget in various departmental budgets for fiscal year 2021.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the FY2021 recommended budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Governance

**ATTACHED EXHIBITS:**

**AN ORDINANCE APPROVING THE THIRD RENEWAL OF THE SERVICES CONTRACT WITH SPECIALTY AIR CONDITIONING SERVICES, INC. PERTAINING TO HVAC MAINTENANCE SERVICES FOR THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson accepted the bid proposal of Specialty Air Conditioning Services, Inc. for the annual heating, ventilating and air conditioning maintenance and repair for city buildings and facilities on August 21, 2017; and

**WHEREAS**, upon accepting the proposal, the contract was executed for a term of one year, with the City's option to renew the contract for the following three subsequent years (2019-2021); and

**WHEREAS**, the City now desires to renew the contract with Specialty Air Conditioning Services, Inc. for the 3<sup>rd</sup> and final Renewal Period from January 1, 2021 through December 31, 2021.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the 3rd Renewal Period (January 1, 2021 through December 31, 2021) of the contract with Specialty Air Conditioning Services, Inc. for HVAC maintenance and repair services for city buildings and facilities in an amount not to exceed \$75,000.00 attached hereto as Exhibit "A" and authorizes the Mayor to execute the contract.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CEU #51831 7/11/21*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: C2018-0029  
Sub-Contract Number: \_\_\_\_\_  
Prevailing Wage Project Number: \_\_\_\_\_

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Specialty Air Conditioning Services, Inc.** ("Service Provider") for renewal period **Three** from **January 1, 2021 to December 31, 2021.**

**NOW, THEREFORE,** for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1, with the exception of amending the prevailing wage annual wage order from number 24 to the current wage order number in effect.**

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Seventy Five Thousand Dollars (\$75,000.00), all of which is dependent upon budget appropriations.**

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

By:  9/4/20  
(Signature) Date

Name: Tim Catton  
(Printed Name)

Title: General Manager

Company Name: Specialty Air

Address: 2830 Pythian St.  
Springfield MO 65802

Phone: 417-831-5980

E-Mail: office@specialtyairconditioning.com

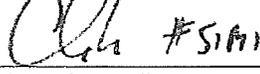
**CITY OF BRANSON, MISSOURI**

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

**APPROVED AS TO FORM:**

 9/2/20  
Chris Lebeck #51831 Date  
City Attorney

Prevailing Wage Project No. VW 1807

**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 24<sup>th</sup> day of October, 2017, by and between the City of Branson, Missouri (the "City") and **Specialty Air Conditioning Services, Inc.** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2018 to a date ending December 31, 2018, with the option to renew three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that**

**Service Provider will not renew the contract. Each additional year will require a contract and Board approval. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

## 7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Forty Five Thousand Dollars (\$45,000.00)**, all of which is dependent upon budget appropriations.

## 8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. **Right to terminate in the absence of breach.** Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business,

that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement; including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine Dollars (\$2,762,789.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine Dollars (\$2,762,789.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than one million dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Prevailing Wages:** It is agreed that all labor utilized in the installation of this project shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. (Please see annual wage order no. 24 for current wage rates.) The contractor will forfeit the penalty to the City of Branson of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

20. **Safety Training.** The Service Provider is informed that this project is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the public body two thousand five hundred dollars (\$2500.00) plus one hundred dollars (\$100.00) a day for each employee who is employed without training.

- A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in section 19 will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Service Provider under the contract.

21. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

\_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

22. **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.

23. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

24. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

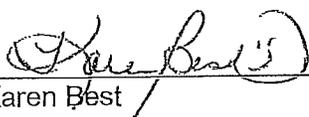
25. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522  
Fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By:  9-28-17  
(Signature) Date

 10/24/17  
Karen Best Date  
Mayor

Name: Erin Standage  
(Printed Name)

Title: Operations

Company Name: Specialty Air

Address: 2830 E Pythian  
Springfield, MO 65802

Phone: 417-831-5980

E-Mail: office@specialtyair

Tax ID: 43-1802105

**ATTEST:**

  
Lisa K Westfall  
City Clerk



**APPROVED AS TO FORM:**

  
William T. Duston  
City Attorney

9-28-17  
Date

Specialty Air Conditioning  
2830 East Pythian  
Springfield, MO 65802

### SCOPE OF WORK

1. Purpose: Specialty Air Conditioning agrees to be readily available to provide HVAC and refrigeration maintenance services including, but not limited to, icemakers and refrigerators at various City facilities located in the City for the period beginning from January 1, 2018 through December 31, 2018 per the following specifications. Specific jobs are not outlined herein. During the contract period the successful bidder will be available for any and all HVAC and refrigeration maintenance jobs required by the City.
2. Minimum Qualifications:
  - 2.1 Specialty Air Conditioning will be or employ a Certified HVAC Technician in commercial applications. The person(s) must have experience in installation, maintenance, troubleshooting, repair and other HVAC procedures.
  - 2.2 The following are representative services, which may be required. This is not an all-inclusive list. Other types of repairs and services may be required.
    - a. Planning, installation, maintenance, troubleshooting and repairs of HVAC systems and devices in or about a building or group of buildings.
    - b. Work may require the demolition or alteration of existing systems; in which case all material and debris shall be cleaned up and removed from the site.
3. Response Time:
  - 3.1 Specialty Air Conditioning shall respond to regular service calls within the same day, or at such an interval or schedule as mutually agreed upon by Specialty Air Conditioning and the City. Specialty Air Conditioning shall submit estimates for service calls in accordance with section 4.1.
  - 3.2 Specialty Air Conditioning shall respond to requests for emergency calls within four (4) hours after notification. For the purpose of this bid, an emergency is defined as any condition(s), which is a threat to health, welfare or the safety of people and/or property, or a condition that will affect an essential service(s) as determined by the Supervisor or his authorized representative(s). In the event there is not four (4) regular working hours remaining in the day a call is received, the contractor will be expected to work overtime if requested or respond within the first working hour of the following work day. Specialty Air Conditioning shall provide the City with a twenty-four (24) hour emergency contact phone number.
  - 3.3 Regular service shall be made available between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding City recognized holidays. All work requested

outside of these times shall be considered EMERGENCY after hour's service and shall be charged at the rate specified in the bid.

3.4 Specialty Air Conditioning must respond to emergency calls when determined and directed by the requesting Department. Specialty Air Conditioning must notify the requesting Department when arriving on City property in response to a service call and when work is completed. When completion of a job is delayed for any reason, the requesting Department must be notified as soon as possible.

3.5 Service shall be made available to the City 365 days per year, 24 hours per day.

4. Estimates:

4.1 Specialty Air Conditioning shall provide written, "not to exceed" estimates on all projects except on emergencies. This estimate shall include the estimated number of hours, hourly rate, number of types of employees required, estimated material cost and number of calendar days required to complete the work. Specialty Air Conditioning shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days.

4.2 It shall be Specialty Air Conditionings responsibility to ensure they have all information to prepare accurate estimates.

4.3 Work shall only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization actual work shall not exceed Specialty Air Conditioning's estimate.

4.4 It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform Specialty Air Conditioning. If an agreement on a competitive price cannot be reached, the City will use another vendor to complete the work.

4.5 Specialty Air Conditioning shall be responsible for development of a Preventive Maintenance Program to maintain the air conditioners, heat pumps and heating units in operational condition for various locations for various City departments (Parks Dept., Fire Dept. and Utilities Dept.) The Preventive Maintenance Program shall include, but not be limited to the following:

Semi-annual inspection (spring & fall service) of air and heating units for approximately twenty (20) units;

<u>Air Conditioner</u>	<u>Heat Pumps</u>
Wash condenser	Check electrical component
Check capacitor	Check temp rise
Check Freon levels	Replace or wash air filter
Check evaporator	Lubricate motors
Lubricate motors	Check defrost operation
Check compressor	Check Freon levels

Check condensate drain  
Inspect belt pulleys and bearings

Check auxiliary heat  
Wash outdoor coil

5. Safety:

- 5.1 Specialty Air Conditioning and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County regulations and any other applicable rules and regulations. Specialty Air Conditioning and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

6. Prices:

Parts:

- 6.1 All parts, maintenance items, etc. must be invoiced separately. Please refer to the pricing page. Actual cost may be used plus a percentage markup.
- 6.2 All parts and materials supplied by Specialty Air Conditioning and used on City equipment shall be new and of equal quality to original equipment manufacturer. No parts, accessories, or supplies shall be used which might void the manufacturer's warranty. When not concerned with the warranty, the maintenance department may authorize use of rebuilt assemblies or sub-assemblies when such is industry standard practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly. Any part removed is City property and shall be returned or disposed of as directed by the maintenance department unless new parts prices are predicated upon an exchange basis.

Labor:

- 6.3 Prices quoted shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage, and exclude taxes. Prices quoted must be firm for the initial twelve month term of the contract.
- 6.4 Labor, regular and overtime, pertaining to repairs must be invoiced separately.
- 6.5 Labor must have a minimum warranty of 30 days.

7. Invoicing:

- 7.1 The City agrees to pay Specialty Air Conditioning in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Specialty Air Conditioning and subject to approval by the requesting department that Specialty Air Conditioning fully performed the work satisfactorily.

8. Subcontracting:

- 8.1 Specialty Air Conditioning must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Specialty Air Conditioning must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract.

This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

PRICING PAGE

Specialty Air Conditioning provided pricing information as specified below to provide HVAC maintenance in accordance with the terms and conditions of the contract.

001.	Labor for maintenance during regular hours	\$ 80.00 / hr.
002.	Labor for maintenance (emergency, after hours)	\$ 120.00 / hr.
003.	Parts (cost plus markup)	\$ 25 %
004.	Cost for Semi-Annual Preventive Maintenance	\$ as listed per location
	RecPlex Concession	\$ 215.00 ea.
	RecPlex Community Center	\$ 185.00 ea.
	RecPlex Campground	\$ 185.00 ea.
	RecPlex	\$ 1,010.00 ea.
	Fire Station 2	\$ 185.00 ea.
	Fire Station 3	\$ 185.00 ea.
	WT Fall Creek	\$ 185.00 ea.
	WWT Fall Creek	\$ 185.00 ea.
	WWT Compton	\$ 185.00 ea.
	W Dist. Fall Creek	\$ 0
	PW Pacific	\$ 185.00 ea.
	City Hall	\$ 860.00 ea.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE SECOND RENEWAL OF THE SERVICES CONTRACT WITH BILL'S ELECTRIC, INC. PERTAINING TO ELECTRICAL MAINTENANCE SERVICES FOR CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

**INITIATED BY:** PUBLIC WORKS

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- Bids were received on October 4, 2018 for the annual electrical maintenance and repair for city buildings and facilities. The bid included an option to renew for up to three (3) additional successive one-year terms. Review and approval by the Board of Aldermen is required prior to entering into a renewal of the contract.
- A services contract was accepted and approved by city Administration with Bill's Electric, Inc. on December 6, 2018 for a not to exceed amount of \$13,900 for fiscal year 2019.
- This is the second of three optional renewals allowed in the original Request for Bid. With Board approval of this renewal, Bill's Electric, Inc. agrees to hold the original contract unit pricing for fiscal year 2021.
- Staff recommends the option for the second renewal with Bill's Electric, Inc. for the electrical maintenance and repair of city buildings and facilities for FY2021 in the not to exceed amount of \$16,750.
- Funds for this service are projected in various departmental budgets for fiscal year 2021.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the proposed 2021 budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
  - Not Recommended
  - Neutral/None
- SD

**COMMUNITY PLAN 2030:** Governance

**ATTACHED EXHIBITS:**

**AN ORDINANCE APPROVING THE SECOND RENEWAL OF THE SERVICES CONTRACT WITH BILL'S ELECTRIC, INC. PERTAINING TO ELECTRICAL MAINTENANCE SERVICES FOR THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson accepted the bid proposal of Bill's Electric, Inc. for the annual electrical maintenance and repair for city buildings and facilities on October 4, 2018; and

**WHEREAS**, upon accepting the proposal, the contract was executed for a term of one year, with the City's option to renew the contract for the following three subsequent years (2020-2022); and

**WHEREAS**, the City now desires to renew the contract with Bill's Electric, Inc. for the 2nd Renewal Period from January 1, 2021 through December 31, 2021.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the 2nd Renewal Period (January 1, 2021 through December 31, 2021) of the contract with Bill's Electric, Inc. for electrical maintenance and repair services for city buildings and facilities in an amount not to exceed \$16,750.00 attached hereto as Exhibit "A" and authorizes the Mayor to execute the contract.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*OLL #51831 9/11/16*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Sub-Contract Number: \_\_\_\_\_

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Bill's Electric, Inc.** ("Service Provider") for renewal period **Two** from **January 1, 2021 to December 31, 2021.**

**NOW, THEREFORE,** for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1.**

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Seven Hundred Fifty Dollars (\$16,750.00), all of which is dependent upon budget appropriations.**

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

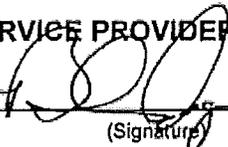
4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

\_\_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By:  9/9/20  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: Brian O. Rogers  
(Printed Name)

ATTEST:

Title: Vice President

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

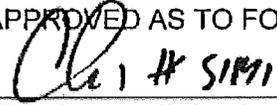
Company Name: Bill's Electric, Inc.

Address: 1716 Falcon, Webb City, MO 64870

APPROVED AS TO FORM:

Phone: (417) 624-6660

Phone: (417) 865-2455 Springfield

 9/2/20  
Chris Lebeck #51831 Date  
City Attorney

E-Mail: brogers@beijoplin.com

Master Contract Number: C2019-0065

**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 6<sup>th</sup> day of December, 2018, by and between the City of Branson, Missouri (the "City") and Bill's Electric, Inc. ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2019 to a date ending December 31, 2019, with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or**

extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Thirteen Thousand Nine Hundred Dollars (\$13,900.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business,

Bill's Electric, Inc.

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that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including

Bill's Electric, Inc.

Page 4 of 10

occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Safety Training.** The Service Provider is informed that this project is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site

employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the public body two thousand five hundred dollars (\$2500.00) plus one hundred dollars (\$100.00) a day for each employee who is employed without training.

- A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in section 19 will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Service Provider under the contract.

20. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

\_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

21. **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.

22. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

23. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

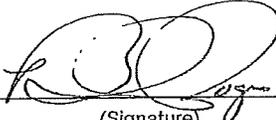
24. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

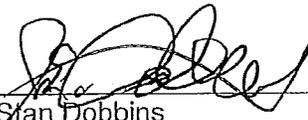
Fax: 417-335-4354 – Attn: Contract Management

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

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By:   
(Signature) 12/4/18  
Date

  
Stan Dobbins  
City Administrator 12/20/18  
Date

Name: Brian O. Rogers  
(Printed Name)

Title: Vice President

Company Name: Bill's Electric, Inc.

Address: P.O. Box 707/1716 Falcon

Webb City, MO 64870  
(417) 624-6660

Phone: (417) 86562455 Springfield  
(417) 624-6988 Fax

E-Mail: bei@beijoplin.com

Tax ID: 44-0661886

APPROVED AS TO FORM:

  
Chris Lebeck #51831  
Associate City Attorney 11/20/18  
Date

Bill's Electric Inc.  
732 N. Miller Ave.  
Springfield, MO 65802

## SCOPE OF WORK

1. Purpose: Bill's Electric agrees to provide electrical services during periods of heavy workloads, of the City's regular electricians for the period commencing January 1, 2019 through December 31, 2019. Specific jobs are not outlined herein.
2. Minimum Qualifications:
  - 2.1 Bill's Electric will be, or employ, a certified Inside Journeyman Wireman Electrician. If Bill's Electric has an employee as the master electrician, the employee must have three (3) years' experience in electrical installation, maintenance, troubleshooting, and repair. Bill's Electric must have, or be able to make available an electrician with certification of a NEC (National Electric Code) course at the pricing offered. Bill's Electric will provide proof of course completion and certification of Journeyman status of all electricians available for this contract.
  - 2.2 Bill's Electric must be knowledgeable in troubleshooting and repair of electrical systems wiring, machinery, equipment, and other electrical devices.
3. Services:
  - 3.1 Regular work hours for this contract shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work performed outside of these times shall be considered after hour's service and shall be charged at a separate rate specified in the bid (see pricing page). After hours work is not normally required so they must be coordinated and approved by the Director or designee of the City Department for which the work is being performed.
  - 3.2 Work defined as maintenance or repair of existing equipment should be bid at the regular or after hour's rate as outlined on the pricing page.
  - 3.3 Prices quoted shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage, and exclude taxes. Prices quoted must be firm for the term of the contract.
  - 3.4 A written, cost not to exceed, quotation for labor will be required from Bill's Electric for each job (project) to be performed under this contract determined by the applicable hourly rate times the number of estimated hours required to complete the job.
  - 3.5 Bill's Electric shall provide a separate written, cost not to exceed, quotation for parts

and materials needed to complete each job (project). The City will evaluate the materials pricing and reserves the right to purchase the parts and materials separately if it is in the best interest of the City. Bill's Electric must have, or be capable of acquiring, a bucket truck for use in repair of decorative lighting mounted to light poles when required.

4. Safety:

- 4.1 Bill's Electric and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, County and City regulations and any other applicable rules and regulations. Bill's Electric and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

5. Invoicing:

- 5.1 The City agrees to pay Bill's Electric in arrears according to the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Bill's Electric and subject to approval by the requesting department that Bill's Electric fully performed the work satisfactorily.

6. Subcontracting:

- 6.1 Bill's Electric must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Bill's Electric must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

PRICING PAGE

Bill's Electric provided pricing information as specified below to provide electrical work in accordance with the terms and conditions of the contract.

001.	Cost for maintenance and repair during regular hours	\$ 44.50 / hr.
002.	Cost for maintenance and repair after regular hours	\$ 66.75 / hr.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE FIRST RENEWAL OF THE SERVICES CONTRACT WITH D.H. PACE COMPANY, INC. D/B/A OVERHEAD DOOR COMPANY OF SPRINGFIELD PERTAINING TO OVERHEAD DOOR MAINTENANCE SERVICES FOR THE CITY OF BRANSON FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** PUBLIC WORKS

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- One qualified bid was received January 8, 2020 for the annual overhead door maintenance and repair for city buildings and facilities. The Advertisement for Bids was advertised through the city’s website and sent to nine bidders on the bid list in the Purchasing Department.
- A contract was approved by council March 24, 2020 with an option to renew for up to three (3) additional successive one-year terms.
- Staff is exercising the option to renew the annual services contract with D.H. Pace, Company, Inc. d/b/a Overhead Door Company of Springfield for the first renewal period for the 2021 fiscal year.
- An estimate of \$16,750 was budgeted in various departmental operating budgets.
- Staff recommends award of the contract to D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield in a not to exceed amount of \$16,750.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the proposed 2021 budget
- Other (see additional explanation)

**COMMUNITY PLAN 2030:** Governance

**ATTACHED EXHIBITS:**

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**AN ORDINANCE APPROVING THE FIRST RENEWAL OF THE SERVICES CONTRACT WITH D.H. PACE COMPANY, INC. D/B/A OVERHEAD DOOR COMPANY OF SPRINGFIELD PERTAINING TO OVERHEAD DOOR MAINTENANCE SERVICES FOR THE CITY OF BRANSON FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

**WHEREAS**, the City of Branson accepted the bid proposal of D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield for the annual overhead door maintenance services for municipal buildings and facilities on January 8, 2020; and

**WHEREAS**, upon accepting the proposal, the contract was executed for a term of one year, with the City’s option to renew the contract for the following three subsequent years (2021, 2022 & 2023); and

**WHEREAS**, the City now desires to renew the contract with D.H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield for the 1<sup>st</sup> renewal period from January 1, 2021 through December 31, 2021 in compliance with budget appropriations.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the 1<sup>st</sup> renewal period (January 1, 2021 through December 31, 2021) of the contract with D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield pertaining to the annual overhead door maintenance services for municipal buildings and facilities, for a cost not to exceed \$16,750.00 in the form attached hereto as Exhibit “A”.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

APPROVED AS TO FORM:

*Cell #51831 7/13/20*

\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this 2 day of September, 2020, by and between the City of Branson, Missouri (the "City") and **D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield** ("Service Provider") for renewal period **One** from January 1, 2021 to December 31, 2021.

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1**.

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Seven Hundred Fifty Dollars (\$16,750.00)**, all of which is dependent upon budget appropriations.

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: \_\_\_\_\_ Digitally signed \_\_\_\_\_  
(Signature) by Date  
Name: Douglas Callahan Callahan  
Date: \_\_\_\_\_  
(Printed Name) 2020.09.02  
13:53:21-05'00'

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Title: District Manager  
Company Name: Overhead Door of Springfield  
Address: 707 N Grant, Springfield,  
MO 417-862-9339 doug.callahan  
Phone: @dhpace.com  
E-Mail: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

APPROVED AS TO FORM:  
Chris Lebeck #51831 9/2/20  
Date  
City Attorney

Master Contract Number: C2020-0132

**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 19<sup>th</sup> day of March, 2020, by and between the City of Branson, Missouri (the "City") and D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on the execution date of this contract to a date ending December 31, 2020, with the option to renew three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that the Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind,**

nor purport to bind, the City for any contract term beyond the original term of the contract.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Seven Hundred Fifty Dollars (\$16,750.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. **Insurance Certificates.** It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

\_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

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

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: *George Donnelly* 2/20/2020  
(Signature) Date

*Edd Akers* 2/19/2020  
E. Edd Akers Date  
Mayor

Name: George Donnelly  
Vice President  
Commercial General Manager

Title: \_\_\_\_\_

ATTEST:  
*Lisa K Westfall* 2/19/2020  
Lisa K Westfall Date  
City Clerk



Company Name: Overhead Door Company of Springfield

Address: 707 N. Grant Ave.

Springfield, MO 65802

Phone: 417-862-9339

E-Mail: \_\_\_\_\_

Tax ID: 43-1012574

**APPROVED AS TO FORM:**

*Chris Lebeck* #51831 1/14/20  
Chris Lebeck #51831 Date  
City Attorney

Overhead Door Company  
 707 N. Grant  
 Springfield, MO 65802

**SCOPE OF WORK**

1. Purpose: Overhead Door Company agrees to provide overhead door maintenance/repair services for the period of January 1, 2020 through December 31, 2020. Specific jobs are not outlined herein.
2. Minimum Qualifications:
  - 2.1 Overhead Door Company will be, or employ, technician(s) with the ability to perform maintenance and repair as needed, on all electrical and mechanical components of multiple brands of overhead door and operator systems.
3. Locations:
  - 3.1 Overhead doors and operator systems are located in twelve locations within the City limits:

Location	Quantity	Door Size
Cooper Creek WD/SC	5	14' x 14'
Compton WWT		
Belt Building	1	10' x 8'
	1	24' x 10'
Truck Barn	2	12' x 14'
Grit Building	2	10' x 10'
Influent Screen	1	12' x 12'
Cooper Creek WWT		
Influent Building	1	14' x 12'
Truck Barn	2	12' x 14'
Belt Building	1	10' x 9'
	1	20' x 10'
Control Building	3	10' x 12'
	1	14' x 12'
Headworks Building	1	10' x 12'
	1	16' x 12'
RAS Building	1	10' x 12'
Meadows Plant		
Shop	1	12' x 10'8"
Chlorine Room	1	10' x 10'8"
Mower Room	1	8'8" x 10'
Pump Room	1	10'8" x 11'8"

Chemical Room	1	14' x 12'
Meadows Intake	1	12'7" x 16'
Landmark Tower	1	9'10" x 11'10"
Fire Station 1	4	12' x 13'
	2	12' x 12'
Fire Station 2	6	14' x 14'
Fire Station 3	6	14' x 14'
City Hall		
Sally Port	1	10' x 12'
Public Works		
Stockstill/Svc Center	2	8' x 10'
	4	12' x 16'
Rec-Plex	4	8' x 8'

- 3.2 Prices shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage, and exclude taxes. Prices must be firm for the term of the contract.
- 3.3 Overhead Door Company shall provide a written, "not to exceed" estimate on all projects except on emergencies. This estimate shall include the estimated number of hours, hourly rate, number of types of employees required, estimated material cost and number of calendar days required to complete the work. Overhead Door Company shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days.
- 3.4 It shall be Overhead Door Company's responsibility to ensure they have all information to prepare accurate estimates. The City will evaluate the materials pricing and reserves the right to purchase the parts and materials separately if it is in the best interest of the City.
- 3.5 All labor and material repair estimates must be agreed upon by authorized City personnel before work begins.
- 3.6 It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform Overhead Door Company. If an agreement on a competitive price cannot be reached, the City reserves the right to use another vendor to complete the work.
- 3.7 Overhead Door Company shall be available at all times to contact in case of emergency breakdowns or malfunctions and make arrangements with City personnel to evaluate and repair at the soonest time possible.
- 3.8 Regular work hours for this contract shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work performed outside of these times shall be considered after hour's service and

shall be charged at a separate rate specified in the bid (see pricing page). After hours work is not normally required so they must be coordinated and approved by the Director or designee of the City Department for which the work is being performed.

- 3.9 Overhead Door Company shall properly dispose of all waste materials, including all replaced and removed parts, materials in a manner meeting all state and federal regulations. Overhead Door Company is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts and materials.
- 3.10 Overhead Door Company shall be responsible for development of a Preventive Maintenance Program to maintain the doors and openers in operational condition for various locations for various City departments (Parks Dept., Fire Dept., Utilities, and Public Works Dept.) The Preventive Maintenance Program shall include, but not be limited to the following:

Semi-annual inspection (spring & fall service) of overhead doors throughout city.

Doors

- a. Inspect Section Condition
- b. Inspect & Adjust Door Alignment
- c. Lubricate & Inspect Rollers & Bearings
- d. Adjust & Lubricate Springs
- e. Inspect Spring for Secure Mounting
- f. Inspect & Tighten Hinges & Hardware
- g. Inspect Cables for Wear or Damage
- h. Inspect Drums for Wear or Damage
- i. Inspect Locks for Proper Operation
- j. Inspect Weatherstrip for Wear or Damage
- k. Inspect Track Fasteners & Hangers
- l. Lubricate & Inspect Chain Hoist

4. Prices:

Parts:

- 4.1 All parts, maintenance items, etc. not provided by the City must be invoiced separately. Please refer to the pricing page. Actual cost may be used plus a percentage markup.
- 4.2 All parts and materials supplied by Overhead Door Company and used on City equipment shall be preapproved by the Project Manager. No parts, accessories, or supplies shall be used which might void the manufactures warranty.
- 4.3 Any part removed is City property and shall be returned or disposed of as directed by the Public Works/Engineering Department unless new parts prices are predicated upon an exchange basis.

5. Labor:

- 5.1 Prices quoted shall include all labor costs, insurance, overhead, profit, mobilization, travel time, mileage and exclude taxes. Prices quoted must be firm for the initial twelve month term of the contract.
- 5.2 Labor (regular and overtime), pertaining to repairs must be invoiced separately.
- 5.3 Labor must have a minimum warranty of 90 days.

6. Safety:

- 6.1 All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, County and City regulations and any other applicable rules and regulations. All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

7. Invoicing:

- 7.1 The City agrees to pay Overhead Door Company in arrears according to the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Overhead Door Company and subject to approval by the requesting department that the contractor fully performed the work satisfactorily.

8. Subcontracting:

- 8.1 Overhead Door Company must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Overhead Door Company must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

PRICING PAGE

Overhead Door Company provided pricing information as specified below to provide overhead door maintenance/repair services in accordance with the terms and conditions of the contract.

001.	Labor for maintenance during regular hours	\$ <u>87.50</u> / hr.
002.	Labor for maintenance emergency, after hours	\$ <u>137.00</u> / hr.
003.	Parts (cost plus markup)	\$ <u>30</u> %
004.	Cost for semi-annual preventive maintenance per location	\$ <u>63.50</u> ea.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE 2021 MEDICAL INSURANCE PREMIUMS FROM ANTHEM BLUE CROSS AND BLUE SHIELD FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** HUMAN RESOURCES DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- At the August 19, 2020 Human Resources Committee meetings, John Akers, of Ollis Akers and Arney, presented renewal rates for the City of Branson for 2020 from Anthem Blue Cross Blue Shield. The Committee voted unanimously to recommend this coverage to the full Board of Aldermen.
- All plans were flat in comparison to the 2020 plan year.
- There were no changes to any of the employees' benefits; much of this is because of COVID-19 many medical procedures have been put on hold, and as such, 2021 could be a year with larger than normal claims increases. However, Mr. Akers negotiated a Net Funding agreement by which the City could see a premiums refund (after first funding a reserve of 10% of premiums to cover future overages), when claims are less than estimated by Anthem.
- Since 2014, the PPO plan has increased in cost by 35.48%. Since 2017, the HSA plan has decreased in cost by 1.54%.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
  - Not Recommended
  - Neutral/None
- SD*

**COMMUNITY PLAN 2030:** COMMUNITY: 4.1.3: Continue to promote health and wellness to employees and the community.

**ATTACHED EXHIBITS:** Exhibit 1: HR Committee minutes 8/19/20; Exhibit 2: Anthem Costs over time

# MINUTES

HUMAN RESOURCES COMMITTEE  
CITY OF BRANSON, MISSOURI  
August 19, 2020

**1) Call to Order**

The Human Resources Committee met in the Council Chambers of City Hall, Wednesday, August 19, 2020. The meeting was called to order by Mayor Edd Akers at 9:33 a.m.

**2) Roll Call**

Committee Members present: City Administrator Stan Dobbins, Mayor Edd Akers, Alderman Bill Skains and Bryan Cossiboom which provided a quorum. Kenn Tilus joined the meeting at 9:36 a.m.

Also present: Human Resources Director Jan Fischer, Kimberly Cooper, Bob Smither, Kelly Farner, Gina Stech, Human Resources Specialist Sonya Seitz, Chena Simmons, Melody Pettit, John Akers, Jamie Rouch and Marcia Chapman.

**3) Acknowledgement of July 22, 2020 Minutes.**

Motion to approve: City Administrator Stan Dobbins; Second: Alderman Bill Skains; Vote: 4 yes, 0 no.

**4) Discussion of New Hires/Promotions/Reclassifications.**

Kenn Tilus joined the meeting at 9:36 a.m.

Discussion led by Human Resources Director Jan Fischer.

**5) Recommendation on 2021 Employee Benefits Renewal.**

Mayor Edd Akers excused himself from the discussion due to conflict of interest with his son, John, bringing the recommendation to the Human Resources Committee.

Discussion led by John Akers.

John acknowledged the long term relationship of Anthem with this being the 31<sup>st</sup> renewal with the City. He stated three medical plans available to employees and reviewed the past year comparisons as well as reviewing the credibility percentages and loss ratios. He presented the renewal with no change in benefit coverages or increase in rates. The 2021 Employee Benefits Renewal will be a flat rate renewal with net cost funding added to benefit the City.

A motion was made by Kenn Tilus for the recommendation of the 2021 Employee Benefits Renewal along with the employee cost share rate sheet for premiums as presented. Second was made by: Stan Dobbins; Vote: 4 yes, 0 no.

**6) Safety Report: Employee COVID-19 Update.**

Mayor Edd Akers returned to the meeting.

Update given by Bob Smither.

The safety measures implemented since the reopening of the City beginning May 15, 2020, were reviewed. The City has worked with Emergency Management to follow both the Taney County Health Department and the CDC guidelines regarding the pandemic and make adjustments accordingly. City Hall cleaning protocols are in place and hand sanitizers have been installed in City Hall at each department entrance and the main entrance. Face coverings and personal travel protocols were reviewed. An overview of City employee cases was given, as well

# MINUTES

HUMAN RESOURCES COMMITTEE  
CITY OF BRANSON, MISSOURI  
August 19, 2020

as the protocol taken for those testing positive or exposed to COVID-19. The protocols have been reviewed and revised regularly, as the City gathers more updates on COVID-19 information.

Safety Officer Kelly Farner has developed mandated safety presentations online and provided department supervisors with Toolbox Talk, a program providing information that can present to employees on a regular basis. Focus will be on reducing employee complacency, fatigue and impairment to reduce claims.

**7) Discussion of Rule 27, Employee Safety During and Following Emergency, Disaster or Pandemic Conditions.**  
Presented by Jan Fischer.

Rule 27 was presented to the committee for their awareness and input before going to the City Administrator for approval. The rule was drafted by Jan Fischer as a directive of the Assist City Administrator through the COVID Teams After Action Committees. Feedback was received by Directors, incorporated and a new version sent to the Employee Human Resources Committee for each member to take back to their respective department. That feedback was incorporated into the final version that was presented today. Input was given by the committee and the final step is for the Rule to be sent to the City Administrator for approval.

Jan informed the Committee that the reason it is a final step to go before the City Administrator is because it is an Administrative Rule rather than an Article. So, once the City Administrator approves it, it will thus be in place and the information will be distributed to employees.

**8) Human Resources Director's Report.**  
Update given by Jan Fischer.

Human Resources met with American Fidelity to discuss the transition of employee Health Savings Accounts from Central Bank. Currently, Central Bank has a monthly fee and the employee must go to their location to set up the account. By transitioning to American Fidelity, there will no longer be a cost to the employee and set up can be completed at open enrollment for immediate implementation. Employees would also have an opportunity to select other investments once their balance reaches \$2,500.00 or more.

Direction has been given by the Assistant City Administrator to categorize employee positions. Data such as employee compensation, benefits, and performance scores will be gathered and Directors will be met with regarding essential employee lists. The After Action COVID team will also be developing criteria and standards for successful employee teleworking.

It was discovered by Sonya Seitz, the main point of contact for the current applicant tracking system, that a large amount of applicants are not connected to any position. With this discovery and the detriment to the City regarding possible candidates for positions, transition to NeoGov is being considered. NeoGov is utilized by a large amount of municipalities. With NeoGov, there would be a price reduction and no cost to transition. Salary study information would be something that is available to gather out of the system, which could be an additional savings to the City.

**9) Adjourn.**

Motion to adjourn: Alderman Bill Skains; Second: Kenn Tilus; Vote: 5 yes, 0 no.  
Time Adjourned: 10:34 a.m.

ANTHEM TOTAL COSTS OVER TIME

PPO Category	2014	2015	2016	2017	2018	2019	2020	2021	Change over time
Employee Only	\$ 487.19	\$ 560.27	\$ 588.28	\$ 608.87	\$ 607.35	\$ 634.68	\$ 660.07	\$ 660.07	\$ 172.88
Monthly Change		\$ 73.08	\$ 28.01	\$ 20.59	\$ (1.52)	\$ 27.33	\$ 25.39	\$ -	
Annual Cost	\$ 5,846.28	\$ 6,723.24	\$ 7,059.36	\$ 7,306.44	\$ 7,288.20	\$ 7,616.16	\$ 7,920.84	\$ 7,920.84	\$ 2,074.56
Annual Change		\$ 876.96	\$ 336.12	\$ 247.08	\$ (18.24)	\$ 327.96	\$ 304.68	\$ -	
Percent Change		15.00%	5.00%	3.50%	-0.25%	4.50%	4.00%	0.00%	35.49%
Employee + Spouse	\$ 972.54	\$ 1,118.42	\$ 1,174.34	\$ 1,215.44	\$ 1,212.40	\$ 1,266.96	\$ 1,317.64	\$ 1,317.64	\$ 345.10
Monthly Change		\$ 145.88	\$ 55.92	\$ 41.10	\$ (3.04)	\$ 54.56	\$ 50.68	\$ -	
Annual Cost	\$ 11,670.48	\$ 13,421.04	\$ 14,092.08	\$ 14,585.28	\$ 14,548.80	\$ 15,203.52	\$ 15,811.68	\$ 15,811.68	\$ 4,141.20
Annual Change		\$ 1,750.56	\$ 671.04	\$ 493.20	\$ (36.48)	\$ 654.72	\$ 608.16	\$ -	
Percent Change		15.00%	5.00%	3.50%	-0.25%	4.50%	4.00%	0.00%	35.48%
Employee + Children	\$ 851.16	\$ 978.83	\$ 1,027.77	\$ 1,063.74	\$ 1,061.08	\$ 1,108.83	\$ 1,153.18	\$ 1,153.18	\$ 302.02
Monthly Change		\$ 127.67	\$ 48.94	\$ 35.97	\$ (2.66)	\$ 47.75	\$ 44.35	\$ -	
Annual Cost	\$ 10,213.92	\$ 11,745.96	\$ 12,333.24	\$ 12,764.88	\$ 12,732.96	\$ 13,305.96	\$ 13,838.16	\$ 13,838.16	\$ 3,624.24
Annual Change		\$ 1,532.04	\$ 587.28	\$ 431.64	\$ (31.92)	\$ 573.00	\$ 532.20	\$ -	
Percent Change		15.00%	5.00%	3.50%	-0.25%	4.50%	4.00%	0.00%	35.48%
Employee + Family	\$ 1,336.52	\$ 1,536.99	\$ 1,613.84	\$ 1,670.33	\$ 1,666.15	\$ 1,741.13	\$ 1,810.78	\$ 1,810.78	\$ 474.26
Monthly Change		\$ 200.47	\$ 76.85	\$ 56.49	\$ (4.18)	\$ 74.98	\$ 69.65	\$ -	
Annual Cost	\$ 16,038.24	\$ 18,443.88	\$ 19,366.08	\$ 20,043.96	\$ 19,993.80	\$ 20,893.56	\$ 21,729.36	\$ 21,729.36	\$ 5,691.12
Annual Change		\$ 2,405.64	\$ 922.20	\$ 677.88	\$ (50.16)	\$ 899.76	\$ 835.80	\$ -	
Percent Change		15.00%	5.00%	3.50%	-0.25%	4.50%	4.00%	0.00%	35.48%

HSA Category	2014	2015	2016	2017	2018	2019	2020	2021	Change over time
Employee Only				\$ 554.33	\$ 514.48	\$ 541.23	\$ 562.88	\$ 562.88	\$ 8.55
Monthly Change					\$ (39.85)	\$ 26.75	\$ 21.65	\$ -	
Annual Cost				\$ 6,651.96	\$ 6,173.76	\$ 6,494.76	\$ 6,754.56	\$ 6,754.56	\$ 102.60
Annual Change					\$ (478.20)	\$ 321.00	\$ 259.80	\$ -	
Percent Change					-7.19%	5.20%	4.00%	0.00%	1.54%
Employee + Spouse				\$ 1,106.57	\$ 1,027.01	\$ 1,080.41	\$ 1,123.63	\$ 1,123.63	\$ 17.06
Monthly Change					\$ (79.56)	\$ 53.40	\$ 43.22	\$ -	
Annual Cost				\$ 13,278.84	\$ 12,324.12	\$ 12,964.92	\$ 13,483.56	\$ 13,483.56	\$ 204.72
Annual Change					\$ (954.72)	\$ 640.80	\$ 518.64	\$ -	
Percent Change					-7.19%	5.20%	4.00%	0.00%	1.54%
Employee + Children				\$ 968.46	\$ 898.82	\$ 945.56	\$ 983.38	\$ 983.38	\$ 14.92
Monthly Change					\$ (69.64)	\$ 46.74	\$ 37.82	\$ -	
Annual Cost				\$ 11,621.52	\$ 10,785.84	\$ 11,346.72	\$ 11,800.56	\$ 11,800.56	\$ 179.04
Annual Change					\$ (835.68)	\$ 560.88	\$ 453.84	\$ -	
Percent Change					-7.19%	5.20%	4.00%	0.00%	1.54%
Employee + Family				\$ 1,520.70	\$ 1,411.36	\$ 1,484.75	\$ 1,544.14	\$ 1,544.14	\$ 23.44
Monthly Change					\$ (109.34)	\$ 73.39	\$ 59.39	\$ -	
Annual Cost				\$ 18,248.40	\$ 16,936.32	\$ 17,817.00	\$ 18,529.68	\$ 18,529.68	\$ 281.28
Annual Change					\$ (1,312.08)	\$ 880.68	\$ 712.68	\$ -	
Percent Change					-7.19%	5.20%	4.00%	0.00%	1.54%

BILL NO. 5875

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE 2021 MEDICAL INSURANCE PREMIUMS FROM ANTHEM BLUE CROSS AND BLUE SHIELD FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson’s insurance broker, Ollis Akers & Arney Insurance evaluated bid proposals and recommends Anthem Blue Cross Blue Shield; and

**WHEREAS**, the recommendation was reviewed and approved at the Human Resources Committee meeting of August 19, 2020; and

**WHEREAS**, the Board of Aldermen desires to approve the 2021 medical insurance premiums.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the 2021 medical insurance premiums from Anthem Blue Cross and Blue Shield for the City of Branson attached hereto as Exhibit “1” and authorizes the Mayor to execute the contract.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

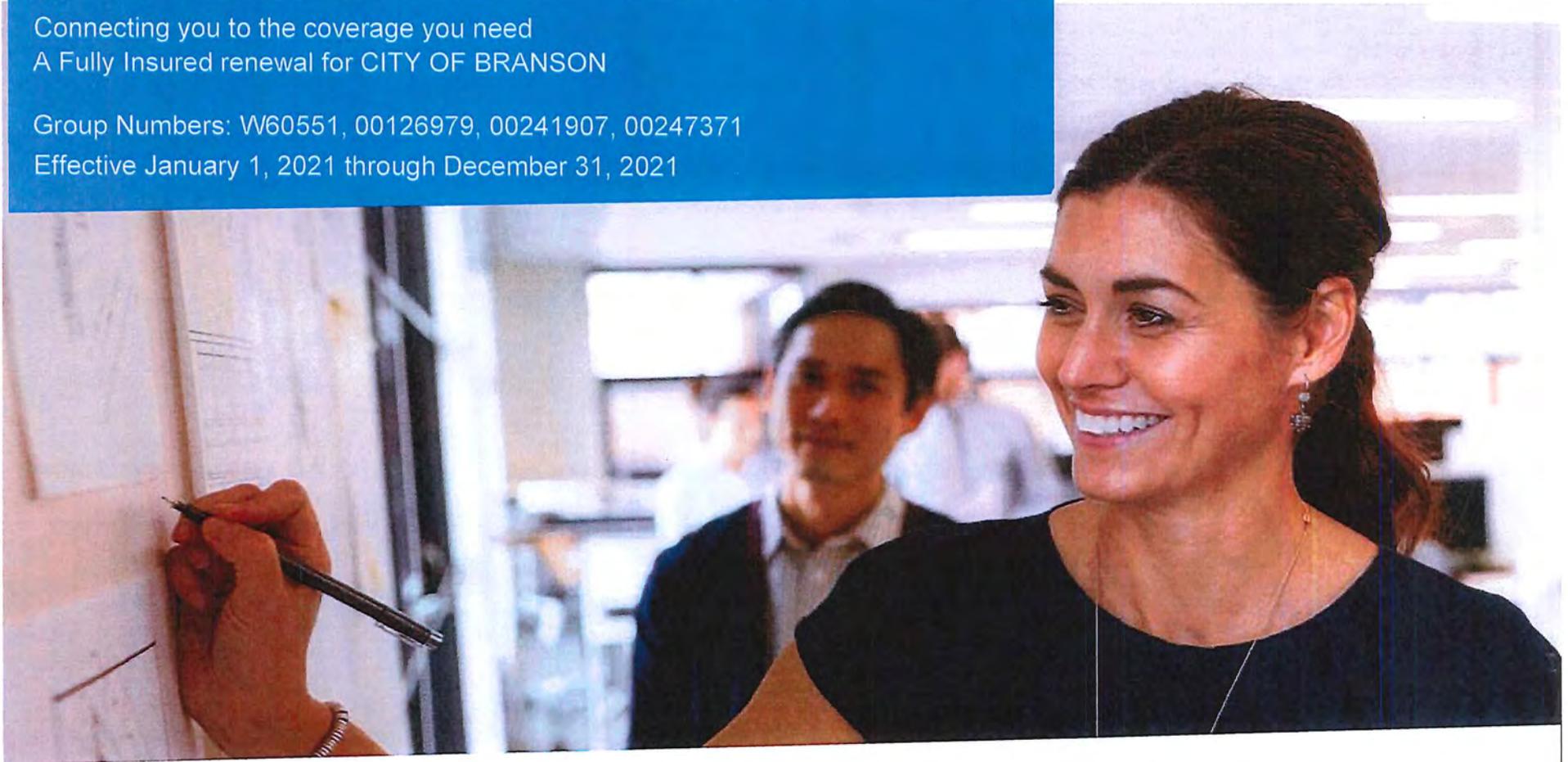
\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Cell #51831 7/13/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

## Your Anthem Blue Cross and Blue Shield Renewal Packet

Connecting you to the coverage you need  
A Fully Insured renewal for CITY OF BRANSON

Group Numbers: W60551, 00126979, 00241907, 00247371  
Effective January 1, 2021 through December 31, 2021



**Created on:**  
August 26, 2020

**Broker:**  
John Akers  
Akers Insurance Agency

**Anthem Sales Contact:**  
Alvina Broz  
417-888-9020  
alvina.broz@anthem.com

## Proposed fully insured medical rates

CITY OF BRANSON

Group Numbers: W60551, 00126979, 00241907, 00247371

Effective January 1, 2021 through December 31, 2021

**Quote highlights**

Funding type: Fully Insured

Commission level: \$36.62 PCPM

Plan Selection Here:

Subscribers 268

Members 652

*Renewal Rates are NET COST FUNDING OPTION 100% RISK SHARE*

Renewal Plan Designs		
BPS Buy Up PPO Blue Preferred Custom	BPS Mid PPO Blue Preferred Custom	BPS Base HSA Embedded Blue Preferred Custom

Monthly Rates, Assumed Enrollment and Total Premium									
	Employees	Current rates	Renewal rates	Employees	Current rates	Renewal rates	Employees	Current rates	Renewal rates
Employee	33	\$680.27	\$680.27	30	\$660.07	\$660.07	34	\$562.88	\$562.88
Employee + Spouse	27	\$1,357.98	\$1,357.98	13	\$1,317.64	\$1,317.64	4	\$1,123.63	\$1,123.63
Employee + Children	20	\$1,188.49	\$1,188.49	18	\$1,153.18	\$1,153.18	9	\$983.38	\$983.38
Employee + Family	36	\$1,866.22	\$1,866.22	30	\$1,810.78	\$1,810.78	14	\$1,544.14	\$1,544.14
<b>Total</b> Total Employees/Monthly Premium	116	\$150,068	\$150,068	91	\$112,012	\$112,012	61	\$54,101	\$54,101
Annual Premium		\$1,800,817	\$1,800,817		\$1,344,145	\$1,344,145		\$649,210	\$649,210
Rate Action			0.00%			0.00%			0.00%

Overall Total Annual Premium	Current Premium	Renewal Premium
	\$ 3,794,172	\$ 3,794,172
Overall Rate Action		0.00%

Authorized Signature: \_\_\_\_\_

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title: E. Edd Akers, Mayor

Date: \_\_\_\_\_

*Alvin Buz, Account Manager Consultant, Anthem*

APPROVED AS TO FORM:

*Q46 #51521 9/9/20*

## Services included and buy-up options

### CITY OF BRANSON

Group Numbers: W60551, 00126979, 00241907, 00247371

Effective January 1, 2021 through December 31, 2021

### Quote highlights

Funding type: Fully Insured

#### Included in Premiums

#### Fully Insured Foundational Program

Renewal Wellness Budget- Annual credit in the amount of \$10,000.00 will be applied for the purchase of services provided from Anthem, or an outside vendor

Buy-Up Options	PCPM	Confirm Purchase Here
FI Get Strong Engagement Package	\$8.05	
FI Get Control Engagement Package	\$5.38	
FI Be Active Engagement Package	\$9.20	
FI Take Charge Engagement Package	\$7.66	
Account Administration Buy-Up Options (charged separately)	Fee Billed Per Participant Per Month	Confirm Purchase Here
Act Wise Commuter	\$3.25	
Act Wise FSA	\$3.25	
FSA or Dependent FSA or Commuter add on to Member Pay HRA	\$0.75	
FSA or Dependent FSA or Commuter add on to Provider Pay HRA	\$0.75	
Limited Purpose FSA or Dependent FSA or Commuter Add on to Act Wise HSA	\$1.15	

#### Notes

Rates are described as Per Contract Per Month (PCPM) and will be added to premiums if buy up offering is selected.

Additional details for buy up options available upon request.

HRA and HSA plan designs include Act Wise Account Administration.

Act Wise FSA pricing is also applicable to Limited Purpose FSAs and Dependent Care FSAs.

Applicable taxes or assessments are not reflected in the buy-up option pricing.

Authorized Signature: \_\_\_\_\_

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title: E. Edd Akers, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

CEL #5111 9/4/20

City Attorney

## Assumptions and conditions

### CITY OF BRANSON

Group Numbers: W60551, 00126979, 00241907, 00247371

Effective January 1, 2021 through December 31, 2021

#### Quote highlights

Funding type: Fully Insured

SIC Code: 9111

**If the following underwriting assumptions and conditions are not met, the terms and premium rates in this package will not be valid.**

- This contract will be issued in MO and governed by MO state legislation.
- The proposed services, rates and fees are effective from 1/1/2021 through 12/31/2021.
- The medical rates quoted herein incorporate any and all applicable discounts. If the plans or products selected are revised, by either adding or removing specialty products, the medical rates may be revised (up or down) so that the resulting rates are both adequate and reflect any applicable bundling savings or discount.
- This quote provides coverage highlights only. A specimen copy of the policy is available upon request. Benefits chosen are subject to the terms and conditions in the documents that form the contract between the group and Anthem Blue Cross and Blue Shield.
- Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
- If not yet approved by the applicable insurance regulator, these benefits and rates may need to be adjusted.
- An employer-employee relationship must exist for all eligible employees, or the quote will not be valid.
- An eligible employee is defined as an active, permanent employee who works for pay or profit at least 30 hours a week, 50 weeks a year, as of the effective date, and who completes the waiting period for eligibility. Seasonal employees, temporary employees or employees working less than 30 hours a week are not eligible.
- Cash in-lieu-of coverage cannot be offered as part of the employer's contribution schedule.
- Where consistent with applicable law, if the number of full-time employees falls below the minimum for a Large Group, upon request Anthem may offer the group any small group medical product for which it qualifies.
- Employees in Hawaii are not eligible for coverage under this plan.
- The proposal assumes the same enrollment for medical and drug coverages.
- The cost for our standard reporting package is included.
- This quote assumes that at least 50% of eligible employees and 75% of net eligible employees will participate in this plan (net eligible is total eligible less valid waivers). In order to encourage employee participation Anthem Blue Cross and Blue Shield recommends that the employer contribution be at minimum 50% of the employee rate for the least expensive benefit plan.
- All employees requesting waiver of coverage must submit satisfactory evidence of qualifying existing coverage.
- Anthem products quoted cannot be offered along with another carrier's defined contribution plan.
- Anthem's rates assume no self-insuring by the employer of underlying member cost shares. The benefits purchased from Anthem must be communicated to the members without changes. A member's financial responsibilities, including, but not limited to, deductibles, coinsurance, copays, out-of-pocket maximums or, for nonparticipating providers, balance-billed charges must be paid solely by the member. The client may not partially pay, reimburse or otherwise lower the member's costs of care. Any deviation will require Anthem to reevaluate the quoted rates or cancel the offer of coverage.
- Electronic eligibility or tape feeds must be in a format compatible with Anthem's systems.
- Rates are quoted on a monthly fully insured non-refunding basis.
- This proposal expires 90 days from the date of release or on the effective date, whichever is sooner.
- Anthem Blue Cross and Blue Shield will be the sole carrier.
- Anthem Blue Cross and Blue Shield has the right to change this proposal or these rates under any of these circumstances:

## Assumptions and conditions

### CITY OF BRANSON

Group Numbers: W60551, 00126979, 00241907, 00247371

Effective January 1, 2021 through December 31, 2021

#### Quote highlights

Funding type: Fully Insured

SIC Code: 9111

**If the following underwriting assumptions and conditions are not met, the terms and premium rates in this package will not be valid.**

- Employees are given the option to purchase individual market insurance using cafeteria plan (Internal Revenue Code section 125) funds
- Any taxes, fees and assessments set by any statutory, regulatory or other legal authority, that in Anthem Blue Cross and Blue Shield discretion no longer makes the quote valid
- A change in contract period
- Changes in benefits, services or networks
- Change in nature of the employer's business
- Change in ownership of employer's business
- Total enrollment or enrollment distribution by membership type, product, demographics or location changes by 10% or more from that assumed when preparing pricing for this package
- COBRA enrollment exceeds 10% of total enrollment
- Legislative and/or regulatory changes or mandates that materially impact the policy or the employer's plan documents. Plan documents will include those used to create the terms of the plan.
- Changes in the terms, conditions, services or products from those assumed when developing the pricing
- A change in employee contributions of 10% or more
- The premium grace period is 30 days from the billing date.
- The renewal notification will be provided no later than 90 days before the next renewal effective date.
- An employer may choose any 4 of the plan offerings.
- This plan assumes that the employer is funding #,##0% of the deductible.
- Seasonal employees are not eligible.
- Retirees are not eligible.
- This quote is for domestic United States employees only. International employees are not eligible for coverage under this plan.
- A commission fee of \$36.62 per contract per month has been included in this proposal.
- As permitted under the Affordable Care Act, your group has chosen to exclude women's contraceptive services or a subset of those services as a plan benefit.
- Anthem Blue Cross and Blue Shield quoted rates are not valid if any other remaining carrier continues to offer age-banded rates (such as member level rating).
- This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.

## Assumptions and conditions

### CITY OF BRANSON

Group Numbers: W60551, 00126979, 00241907, 00247371

Effective January 1, 2021 through December 31, 2021

### Quote highlights

Funding type: Fully Insured

SIC Code: 9111

**If the following underwriting assumptions and conditions are not met, the terms and premium rates in this package will not be valid.**

- Anthem shall provide up to one Monthly data feed to a supported outside vendor in Anthem's standard format, not to exceed 12 feeds. The charge is \$1,000 for each additional feed. Each time a report is sent to a supported vendor electronically, it is considered a feed, even if the same report is sent to the same vendor monthly. For example, if monthly feeds are sent to two supported vendors, 24 electronic data feeds will have been used on an annual basis. The charge for Weekly data feeds to a single supported vendor, not to exceed 52 feeds, is \$15,000 annually. The charge for Daily data feeds to a single supported vendor, not to exceed 365 feeds, is \$20,000 annually. Additional fees would be required for Rx integration feeds and telemedicine.
- This quote contains incurred financial and utilization amounts, which includes estimated incurred but not reported claims and predictive modelling risk adjustment, along with taxes, fees and provision for adverse deviation.
- This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.

In Missouri, (excluding 30 counties in the Kansas City area) Anthem Blue Cross and Blue Shield is the trade name of RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensees of the Blue Cross and Blue

**GROUP NUMBER:W60551,00126979,00247371**

**ATTACHMENT TO GROUP AGREEMENT(S)**

**NET COST FUNDING AGREEMENT**

**Between RightCHOICE MANAGED CARE, INC.  
and its subsidiary, Healthy Alliance Life Insurance Company  
(hereinafter collectively referred to as the "Company")  
and**

**City of Branson  
(hereinafter referred to as the "Group Sponsor")**

**CONTRACT EFFECTIVE DATE:01/01/2021-12/31/2021  
CONTRACT RENEWAL DATE EACH YEAR:1/1**

This Net Cost Funding Agreement (this "Agreement"), together with the Retention Schedule attached hereto and incorporated herein ("Retention Schedule"), are hereby attached to and made part of the Group Agreement(s) between the Group Sponsor and Company. All provisions of the Group Agreement, which includes the Certificate, Schedule of Benefits and all attachments to said documents, are incorporated into this Agreement. If any provisions of said documents are in conflict with this Agreement, the provisions of this Agreement shall control.

- I. Defined Terms. All capitalized terms used in this Agreement, not otherwise defined herein, shall have the meanings given such terms in the Group Agreement. As used in this Agreement, the following capitalized terms shall have the meanings ascribed to them below.
- A. "Access Fee" means a fee paid by the Group Sponsor in order to participate in the Company's provider programs and realize a portion of the discounts that participating providers extend to the Company. An Access Fee may be either a flat fee dollar amount, or a percentage of the Discount. When the Access Fee is a flat fee dollar amount, it may be separately itemized on the Retention Schedule or incorporated into the "Administrative Charges" shown on the Retention Schedule.
  - B. "Allowed Amount" means a participating provider's negotiated rate with the Company applicable to the point of sale transaction only, which amount is typically reflected on the explanation of benefits for a Claim, or a set amount determined by the Company that represents the rate allowed for nonparticipating providers.
  - C. "Billed Charge" means the amount billed by or on behalf of a provider for and in connection with services provided to a Member.
  - D. "Claim" means a claim for eligible covered services provided to a Member under which there is a Net Payable Charge.
  - E. "Commissions" means the commission fees paid or payable with respect to Members or the plan as described on the Retention Schedule.
  - F. "Contract Year" means the time period, commencing at 12:00 a.m., central standard time, on the "contract effective date" set forth above ("Effective Date") and ending at 11:59 p.m., central standard time, on the day immediately before the "contract renewal date" set

forth above ("Renewal Date"), and each twelve month period thereafter during the term of this Agreement, commencing at 12:00 a.m., central standard time, on the Renewal Date and ending at 11:59 p.m., central standard time, on the day immediately before the subsequent Renewal Date.

- G. "Deficit Carry-Forward Percentage" means, with respect to a Contract Year, the applicable percentage identified as such on the Retention Schedule.
- H. "Discount" means the difference between the Eligible Billed Charge and the Allowed Amount. Such amount is the savings that accrues to the Group Sponsor through a reduction in the Eligible Billed Charge, the Member through a reduction in the Member's responsibility, or both, from the point of sale transaction only.
- I. "Eligible Billed Charge" means the Billed Charge for a service (or portion thereof) covered for benefits by the Group Agreement(s).
- J. "Incurred Claims Expense" means, with respect to a Contract Year, the total Net Payable Charges paid by the Company with respect to Claims paid during the Contract Year under and/or in connection with the Group Agreement(s),
- less Claims in excess of the "Individual Large Claim Pooling Point" shown on the Retention Schedule,
  - plus "Large Claim Pooling Charges" shown on the Retention Schedule for that Contract Year ("Large Claim Pooling Charges" are included so that any Claim charges that exceed the "Individual Large Claim Pooling Point" can be pooled and excluded from the experience of the Group Sponsor. Claim charges below the Individual Large Claim Pooling Point will be included in the Group Sponsor's experience),
  - plus the sum of the aggregate dollar amount of the Claims paid during the three (3) month period after the end of that Contract Year and incurred during the current Contract Year or prior Contract Years, and the aggregate dollar amount expected by the Company for the remaining incurred but not reported Claims as of the end of that three (3) month period ("Unpaid Claims Reserve"),
  - less the Unpaid Claims Reserve from the prior Contract Year, if any,
  - plus any fees or amounts paid by the Company pursuant to Section IV.C or IV.D below.
- K. "Net Aggregate Charges" means, with respect to a Contract Year, the sum of the Incurred Claims Expenses, Commissions and Net Retention Charges for that Contract Year.
- L. "Net Payable Charges" means the Allowed Amount less applicable deductibles, coinsurance, copayments and other amounts which are determined by the Company to be the Member's responsibility.
- M. "Net Retention Charges" means and includes, among other things, the Company's general office expenses, claims administration expenses, risk and/or contingency charges, cost management, Access Fees and other network access fees, less the amount of any interest credited on funded claim reserves (or deposit funds) as provided in this Agreement. For the purpose of calculating the amount of interest credit, the beginning claim reserve less

any unrecovered deficit carried forward from any prior Contract Year(s) pursuant to Section IV.A hereof, will be used. The rate of interest credited is determined by the Company and disclosed to the Group Sponsor at the beginning of each Contract Year and is guaranteed for that Contract Year.

- N. "Paid Premium Income" means, with respect to a Contract Year, the total premium amount paid by the Group Sponsor to the Company for coverage provided during that Contract Year to Group Sponsor's Members.
  - O. "Premium Stabilization Fund" means the dollar amount established by the Company for each Contract Year that will be retained and used by the Company as a premium stabilization reserve.
  - P. "Risk Percentage" means the applicable percentage identified as such on the Retention Schedule. If the percentage is less than 100, the Company will share in the deficits and surpluses contemplated by this Agreement and any surplus amount that is not credited to the Group Sponsor (i.e., the Risk Percentage is less than 100) will be retained by the Company for its own account and use, and will not be credited to or retained for the benefit of the Group Sponsor or the Premium Stabilization Fund in any manner whatsoever.
- II. Construction. This Agreement supersedes any prior funding agreement. So long as this Agreement is in effect, the provisions of this Agreement shall apply to the coverage(s) specified in the Group Agreement(s) and all attachments thereto (including, without limitation, certificates, schedules and riders), as the same may be amended, supplemented, restated and reissued from time to time (collectively, the "plan").
- III. Maximum Payment. The Group Sponsor's maximum payment during a specified Contract Year is limited to premiums generated by the premium rate structure for that Contract Year.
- IV. Surplus and Deficit.
- A. Annual Settlement. For each Contract Year, an annual settlement will be performed by the Company on or about the one hundred eightieth (180th) day following the end of that Contract Year. The annual settlement will result in either a surplus or deficit of Paid Premium Income for that Contract Year. The surplus or deficit will be determined by the Company by calculating the product of (i) the Risk Percentage, multiplied by, (ii) the difference between the Paid Premium Income, minus the Net Aggregate Charges. If the resulting product is a positive amount, such amount is hereafter referred as the "Contract Year Surplus". If the resulting product is a negative amount, such amount is hereafter referred to as the "Contract Year Deficit". Any resulting Contract Year Surplus will be applied by the Company to reduce any Group Deficit Carry-Forward Amount (as herein defined) and, then the remaining positive balance, if any, will be added to the Premium Stabilization Fund and any remaining negative balance will be treated hereafter in the same manner as a "Contract Year Deficit". Any resulting Contract Year Deficit that is less than or equal to the product ("Deficit Carry-Forward Amount") of the Deficit Carry-Forward Percentage, multiplied by the Paid Premium Income will be recovered from the Premium Stabilization Fund, to the extent funds are available, with any remaining balance being added to any outstanding prior Contract Year Deficits ("Group Deficit Carry-Forward Amount") to be recovered from Contract Year Surplus(es) arising in future Contract Years. The amount of any Contract Year Deficit that exceeds the Deficit Carry-Forward Amount in any Contract Year will not be charged to the Group Sponsor or carried forward or added to the Group Deficit Carry-Forward Amount.

- B. Premium Stabilization Fund. The amount of the required Premium Stabilization Fund will be determined by the Company at the beginning of each Contract Year, and up to one-half (1/2) of the Contract Year Surplus (to the extent it exists or is available; all or a portion of the Contract Year Surplus will not exist or be available to the extent it is used to reduce any Group Deficit Carry-Forward Amount) will be payable annually until the minimum level for the Premium Stabilization Fund is reached and maintained. The Group Sponsor may request that any Contract Year Surplus(es) in excess of the amount required to establish and maintain the Premium Stabilization Fund be refunded, or leave such monies on deposit with the Company. The Company will credit interest on the Premium Stabilization Fund balance at the same rate applied to funds in the claim reserve at the beginning of the Contract Year, provided the funds in the Premium Stabilization Fund are left on deposit throughout the entire Contract Year. The Group Sponsor may withdraw monies held by the Company in the Premium Stabilization Fund that are in excess of minimum amount required to be maintained in the Premium Stabilization Fund within thirty (30) days from the date a settlement statement is completed and released by the Company, or at any time during a Contract Year when such funds are available, by giving a written request to the Company to refund such excess monies. Provided the claims experience of the Group Sponsor is and is expected to remain in a year-to-date financial position acceptable to the Company, all or a specified portion of the monies available will be remitted to Group Sponsor within the thirty (30) day period following the Company's receipt of such request.
- C. Access Fee for Other Blue Cross Plans. When services are rendered to a Member by a Provider who contracts with another Blue Cross and/or Blue Shield plan ("Host Plan") outside of the Company's service area, these Host Plans may charge the Company an access fee for making their negotiated payment rates available on Claims incurred by such Members. The access fee, if applicable, may be up to 10% (with a \$2000 cap per claim) of the discount the Host Plan has obtained from its providers. The access fee may be charged only if the Host Plan's agreement with the provider prohibits billing Members for amounts in excess of the negotiated payment rate, excluding deductibles and/or coinsurance. When the Company is charged an access fee, the Company will pass the charge along as a claims expense. If the Company receives an access fee credit, the Company will give the Group Sponsor a claims expense credit. Instances may occur in which very little (or none) of the Claim is paid by the Group Sponsor because the amounts eligible for payment were applied to the Member's deductible and/or coinsurance. If the Host Plan's arrangement with its providers allows the negotiated payment rate to apply when the amount is mostly or fully a Member obligation, the Company still must pay the Host Plan's access fee and pass it along as a claims expense, despite the fact that the Group Sponsor paid little or none of the Claim.
- D. Other Fees. Group Sponsor hereby acknowledges that the Company has contracted and will continue to enter into contracts in the future with various providers, provider organizations, management organizations, service organizations and other persons and entities pursuant to which such persons and entities provide services for and/or obtain services from the Company in connection with the performance of the Company's duties and obligations under this Agreement and the Group Agreement, and that as part of the consideration for such services, such persons and entities may retain and/or be paid certain fees and other compensation and/or may pay certain fees and other compensation to the Company ("Contract Fees"). Contract Fees may be based on any number of methodologies or compensation arrangements, including, without limitation, manufacturers' payments, bonus pools, risk sharing arrangements, percentage of savings or recovery, sharing of discounts, and coupon programs. Group Sponsor further

acknowledges and agrees that it is mutually beneficial for Contract Fees to be paid by or to the Company and/or to be paid by or to such persons and entities, that all such amounts paid to the Company shall be retained for its own account, and that all such amounts paid to such persons and entities shall be retained for their own accounts. Neither the Allowed Amount nor Discount include, or take into account, the Contract Fees (including adjustments, settlements or rebates) paid to or retained by the Company or its affiliates, which are typically a consequence of, among other things, services or activities provided by the Company or its affiliates (e.g., formulary compliance programs, administrative services, audit activities, etc.). To the extent any Contract Fees are paid by the Company to such persons and entities for Claims under the Group Agreement, the Company will include such Contract Fees as part of the claims expense for the applicable Claim. If the Company receives a credit for such Contract Fees, the amount of the credit shall be applied to the claims expense. Attached hereto as Exhibit A is a summary of the significant arrangements currently in effect involving Contract Fees that are retained by the Company or that are included as part of the claims expense and not otherwise described in this Agreement or the Group Agreement(s) (other than the negotiated fee arrangements in place with the Company's participating providers). Upon the Group Sponsor's request, a copy of then current Exhibit A will be provided to the Group Sponsor.

V. Retention Schedule.

- A. Annual Amendment. If the Company determines that modifications are necessary to the Retention Schedule, the Company may amend the Retention Schedule by notifying the Group Sponsor of the amendments to the Retention Schedule that shall be in effect for the next Contract Year. Such notice shall be in writing and shall be given on or before the applicable date specified on the Retention Schedule. The Retention Schedule shall be deemed to be, and shall be, automatically amended as of the Renewal Date. If the Company does not notify the Group Sponsor of any changes to the Retention Schedule, the then existing Retention Schedule shall remain in effect for the next Contract Year.
- B. Interim Amendment. While the fees, amounts and percentages set forth on the Retention Schedule are guaranteed for the applicable Contract Year, such fees, amounts and percentages on the Retention Schedule may be revised during the Contract Year by the Company if there is a change in the Group Agreement, Membership Certificate, and/or Schedule of Benefits. The effective date of any such change by the Company in the Retention Schedule shall be the earliest effective date of the change in the Group Agreement, Membership Certificate and/or Schedule of Benefits. In addition, the Company may amend the fees, amounts and percentages on the Retention Schedule if there is a change in the number of Members at any time during the Contract Year which equals or is greater than the percentage shown on the Retention Schedule identified as "Percentage Change in Members." Any such amendment by the Company shall be effective on the first day of the month following the giving of at least thirty (30) days notice by the Company.

VI. Term and Termination.

- A. Term. This Agreement shall be effective as of the Effective Date and shall continue in effect (unless sooner terminated) until 11:59 p.m., central standard time, on the day immediately prior to the Renewal Date. Thereafter, this Agreement shall automatically renew for successive contract periods of twelve months each unless sooner terminated. This Agreement shall continue to apply to the class(es) of Members enrolled in the group(s) identified by group number on this Agreement and its attachment(s) until this

Agreement is terminated in its entirety as contemplated herein or terminated, in writing, by the Group Sponsor and Company with respect to one or more of such groups.

- B. Termination Upon Notice. This Agreement may be terminated by the Company or Group Sponsor giving written notice to the other party at least thirty (30) days prior to the effective date of such termination.
- C. Automatic Termination. This Agreement shall automatically terminate, at the Company's option, as of the date on which the Group Agreement terminates for any reason.
- D. Final Settlement. Upon termination of this Agreement, the Group Sponsor may request a refund of the monies held by the Company in excess of minimum amount required as a Premium Stabilization Fund by giving a written request to the Company to refund such excess monies. Provided the claims experience of the Group Sponsor is and is expected to remain in a financial position acceptable to the Company, all or a specified portion of the monies available will be remitted to Group Sponsor within the thirty (30) day period following the Company's receipt of such request. The final settlement will be deferred until the earlier of completion of an eighteen (18) month period beginning on the termination date, or twelve (12) months from the end of the Contract Year in which the termination occurs. At final settlement, any balance in the Premium Stabilization Fund remaining after satisfaction of all plan liabilities will be refunded to the Group Sponsor.

IN WITNESS WHEREOF, the following parties hereby execute this Agreement on the date shown below.

Group Sponsor

Company

By: \_\_\_\_\_

By: Amanda

Print Name: E. Edd Akers

Print Name: A. Vina L. Boy

Title: Mayor

Title: Account Manager Consultant

Date: \_\_\_\_\_

Date: 8/28/2020

APPROVED AS TO FORM:

ChL #51151 9/4/20

City Attorney

## NET COST FUNDING RETENTION SCHEDULE

GROUP SPONSOR: City of Branson  
 GROUP NUMBER: W60551,00126979,00247371  
 EFFECTIVE DATE: 1/1/2021

**COVERAGES INCLUDED UNDER CONTRACT**

Medical	YES
Prescription Drug	YES
Dental	NO
Vision	NO

	<u>PEPM</u>	<u>%</u>
I. Retention Charges (Administration & Risk):	8.0%	
II. Specific Stoploss Charges (Large Claims):	15.10%	
Level \$	125,000	
III. Broker Commissions:	\$ 36.62	
IV. ACA Fees :		
ACA Reinsurance Fee PEPM		
ACA Insurer Fee %		0.00%
V. Guaranteed Interest Rate Credited:		
A. On Beginning Claim Reserve		0.15%
B. On Premium Stabilization Fund		0.15%
VI. Premium Stabilization Fund Minimum Balance Requirement		
A. Beginning of Contract Year (% of Estimated Annual Premium)		10%
B. End of Contract Year (% of Contract Year Premium)		10%
VII. Percentage Change in Exposures:	10%	
VIII. Deficit Carry-Forward Percentage:	10%	
IX. Retention Schedule Modifications:	60	days prior to the Renewal Date
X. Risk Percentage (50% or 100%):	100%	

## **EXHIBIT A- CONTRACT FEES**

The following is a description of the significant arrangements currently in effect involving Contract Fees that are retained by the Company or that are included as part of the claims expense and not otherwise described in this Agreement or the Group Agreement(s) (other than the negotiated fee arrangements in place with the Company's participating providers).

(a) Rebates and Other Fees. For those clients utilizing the Company's prescription drug card program, the Company's existing arrangement with its pharmacy benefit manager ("PBM") provides that the Company and/or its affiliates may be paid, or share in, rebates and other fees for certain prescription drugs and other items. The Company and/or its affiliates will retain such rebates and other fees for their own accounts. Upon the Group Sponsor's reasonable request from time to time, the Company will provide the Group Sponsor with a good faith estimate of such rebates and other fees paid to and retained by the Company in the prior calendar year, expressed as a "per member per month" amount based on the Company's overall membership, or such other basis used by the Company. Also, under certain circumstances, the PBM charges certain fees for various services provided in connection with the prescription drug card program. Any such fees charged will be included as part of the claims expense.

(b) Provider Incentives. Certain participating providers participate in incentive programs under which such providers are eligible to receive additional periodic compensation for the provision of certain health care services. Such providers will qualify for such incentives if they achieve established targets set forth in the applicable provider's agreement with the Company and/or its affiliates. Under certain arrangements, if such targets are not achieved, the Company and/or its affiliates will retain the incentive payments for their own accounts. Upon the Group Sponsor's reasonable request from time to time, the Company will provide the Group Sponsor with a good faith estimate of the incentive payments retained by the Company, if any, in the prior calendar year, expressed as a "per member per month" amount based on the Company's overall membership, or such other basis used by the Company.

(c) Capitated Payment Rates. The capitated payment rate included in the Allowed Amount (if any) is calculated on a per Member per month basis. The capitated payment rate included in the Allowed Amount may not be the actual amount paid to a participating provider; the actual amount paid to the participating provider may be higher or lower than the amount included in the Allowed Amount. Typically, the capitated payment rate is comprised of the capitated fee paid to the participating provider and an administrative fee retained by the Company and/or its affiliates for administering the capitated payment arrangement. The capitated payment rate is the maximum amount that will be included in the Allowed Amount for Capitated Services provided by participating providers that are subject to capitation, regardless of the cost of such Capitated Services. Upon the Group Sponsor's reasonable request from time to time, the Company will provide the Group Sponsor with the capitated payment rates then in effect that will likely apply to the Group Sponsor and its Members. The actual capitated payment rates may vary depending on the participating providers utilized by Members and, consequently, adjustments may be made to account for the participating providers actually utilized by Members.

(d) Vendor Service Fees. Certain contracted vendors or providers pay the Company and/or its affiliates a service fee, which will be retained by the Company and/or its affiliates for their own accounts. This service fee is paid for administrative and contracting services that the Company and/or its affiliates provide to such vendors and providers in connection with the vendor and provider network arrangements established by the Company for its clients, including the Group Sponsor, and the other activities of the Company and its affiliates. Typically, this service fee is an amount equal to four percent of the amounts allowed to the vendor or provider for the provision of certain services, supplies or care to Members.

(e) Collection and Recovery Fees. With respect to certain Claims, the Company and/or its affiliates may incur or pay certain fees and charges in connection with its efforts to collect on amounts due under or in connection with the Plan, or in recovering certain amounts paid under or in connection with the Plan. In particular, when the Company uses a third party to pursue collection or recovery of such amounts, the third party may retain for its own account a percentage (e.g., 33.33%) of the amount recovered as compensation for the services provided by that third party, and may also charge and/or retain additional amounts from the recovery for unusual services (e.g., legal fees of an attorney representing a Member that are required to be paid from the recovery by law, the Plan or an order of a court) provided in connection with such a claim. In such instances, the fees and charges incurred or paid by, or charged to, the Company will be included as part of the claims expense, or deducted from the amount recovered.

(f) Unallocable and Late Recoveries. The Company will retain, and has no obligation to account to the Group Sponsor (as part of any settlement or otherwise), for monies received or recovered in connection with this Agreement or the Plan (i) that do relate to a specific Member's Claim, (ii) that are received or recovered more than twelve months after termination of this Agreement, or (iii) that are received with respect to a client (including the Group Sponsor) that has ceased doing business. The Company may retain any such received or recovered monies for its own account.

# Your summary of benefits



Anthem® Blue Cross and Blue Shield

Your Plan: City of Branson-Anthem Blue Preferred Select PPO

Your Network: Blue Preferred

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b>	\$0 person / \$0 family	\$1,000 person / \$3,000 family
<b>Out-of-Pocket Limit</b>	\$1,250 person / \$2,500 family	\$4,000 person / \$8,000 family
<p>The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.</p>		
<b>Preventive Care / Screening / Immunization</b>	No charge	40% coinsurance after deductible is met
<p><b><u>Doctor Home and Office Services</u></b></p> <p><b>Primary Care Visit</b> <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i></p>	\$30 copay per visit	40% coinsurance after deductible is met
<p><b>Specialist Care Visit</b> <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i></p>	\$60 copay per visit	40% coinsurance after deductible is met
<b>Prenatal and Post-natal Care</b>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<p><b><u>Other Practitioner Visits:</u></b></p> <p>Retail Health Clinic</p> <p>Preferred On-line Visit <i>Includes Mental/Behavioral Health and Substance Abuse</i></p>	<p>\$30 copay per visit</p> <p>\$10 copay per visit</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Other Participating Provider On-line Visit <i>Includes Mental/Behavioral Health and Substance Abuse</i>	\$30 copay per visit	40% coinsurance after deductible is met
Chiropractic Services <i>Coverage is limited to 26 visits per benefit period.</i>	50% coinsurance	Not covered
<b><u>Other Services in an Office:</u></b> Allergy Testing  Chemo/Radiation Therapy - PCP  Chemo/Radiation Therapy - Specialist  Dialysis/Hemodialysis  Prescription Drugs - <i>Dispensed in the office</i>	20% coinsurance after deductible is met  \$30 copay per visit  \$60 copay per visit  \$60 copay per visit  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% coinsurance after deductible is met
<b><u>Diagnostic Services</u></b> <b>Lab:</b> Office  Outpatient Hospital	No charge  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% coinsurance after deductible is met
<b>X-Ray:</b> Office  Outpatient Hospital	No charge  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% coinsurance after deductible is met
<b>Advanced Diagnostic Imaging:</b> Office	20% coinsurance after deductible is met	40% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Freestanding Radiology Center	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<b><u>Emergency and Urgent Care</u></b>		
<b>Urgent Care</b> <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i>	\$75 copay per visit	40% coinsurance after deductible is met
<b>Emergency Room Facility Services</b> <i>Copay waived if admitted.</i>	\$300 copay per visit	Covered as In-Network
<b>Emergency Room Doctor and Other Services</b>	No charge	Covered as In-Network
<b><u>Ambulance</u></b>	20% coinsurance after deductible is met	Covered as In-Network
<b><u>Outpatient Mental/Behavioral Health and Substance Abuse</u></b>		
<b>Doctor Office Visit</b>	\$30 copay per visit	40% coinsurance after deductible is met
<b>Facility visit:</b>		
Facility Fees	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Doctor Services	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<b><u>Outpatient Surgery</u></b>		
<b>Facility Fees:</b>		
Hospital	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Freestanding Surgical Center	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<b>Doctor and Other Services:</b>		

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Hospital</p> <p>Freestanding Surgical Center</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>
<p><b><u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u></b></p> <p><b>Facility fees</b></p> <p><b>Human Organ and Tissue Transplants</b> <i>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i></p> <p><b>Doctor and other services</b></p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>
<p><b><u>Recovery &amp; Rehabilitation</u></b></p> <p><b>Home Health Care</b> <i>Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.</i></p>	<p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p>
<p><b>Rehabilitation services:</b></p> <p>Office <i>Coverage for Physical and Occupational Rehabilitation and Habilitation therapy is limited to 40 visits combined per benefit period. Limit includes manipulative treatment when performed by someone other than a chiropractor. Speech Therapy has no visit limit. Benefit limit does not apply to Applied Behavioral Analysis. Benefit limit does not apply when performed as part of Early Intervention.</i></p> <p>Outpatient Hospital <i>Coverage for Physical and Occupational Rehabilitation and Habilitation therapy is limited to 40 visits combined per benefit period. Limit includes manipulative treatment when performed by someone other than a chiropractor. Speech Therapy has no visit limit. Benefit limit does not apply to Applied Behavioral Analysis. Benefit limit does not apply when performed as part of Early Intervention.</i></p>	<p>\$30 copay per visit</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>
<p><b>Cardiac rehabilitation</b></p> <p>Office <i>Coverage is limited to 36 visits per benefit period.</i></p>	<p>\$60 copay per visit</p>	<p>40% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Outpatient Hospital</b> <i>Coverage is limited to 36 visits per benefit period.</i>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<b>Pulmonary rehabilitation</b> <b>Office</b> Coverage is limited to 20 visits per benefit period.  <b>Outpatient Hospital</b> Coverage is limited to 20 visits per benefit period.	\$60 copay per visit  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% coinsurance after deductible is met
<b>Skilled Nursing Care (facility)</b> <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<b>Hospice</b>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<b>Durable Medical Equipment</b>	50% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Prosthetic Devices</b>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Pharmacy Deductible</b>	Not applicable	Not applicable
<b>Pharmacy Out of Pocket</b>	Combined with medical	Combined with medical
<b>Prescription Drug Coverage</b> <i>National with R90 Essential Drug List</i> <i>This product has a 90-day Retail Pharmacy Network available. No coverage for non-formulary drugs.</i>		
<b>Tier 1 - Typically Generic</b> <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i>	\$15 copay per prescription, deductible does not apply (retail and home delivery)	50% coinsurance (min \$75), deductible does not apply (retail) and Not covered (home delivery)

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Tier 2 – Typically Preferred Brand</b> 30 day supply (retail pharmacy). 90 day supply (home delivery).	\$45 copay per prescription, deductible does not apply (retail) and \$112 copay per prescription, deductible does not apply (home delivery)	50% coinsurance (min \$75), deductible does not apply (retail) and Not covered (home delivery)
<b>Tier 3 - Typically Non-Preferred Brand</b> 30 day supply (retail pharmacy). 90 day supply (home delivery).	\$75 copay per prescription, deductible does not apply (retail) and \$225 copay per prescription, deductible does not apply (home delivery)	50% coinsurance (min \$75), deductible does not apply (retail) and Not covered (home delivery)
<b>Tier 4 - Typically Specialty (brand and generic)</b> 30 day supply (retail pharmacy). 30 day supply (home delivery).	25% coinsurance up to \$200 per prescription, deductible does not apply (retail and home delivery)	50% coinsurance (min \$75), deductible does not apply (retail) and Not covered (home delivery)

**Notes:**

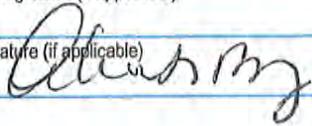
- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services" which is generally coinsurance or coinsurance after your deductible is met.

*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.*

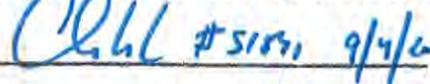
Your Plan: City of Branson-Anthem Blue Preferred Select PPO  
Your Network: Blue Preferred

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable) 	Date 8/28/2020

APPROVED AS TO FORM:

 #51031 9/7/20

City Attorney

In Missouri, (excluding 30 counties in the Kansas City area) Anthem Blue Cross and Blue Shield is the trade name of RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensees of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: (833) 578-4436 or visit us at [www.anthem.com](http://www.anthem.com)

MO/LG/City of Branson-Anthem Blue Preferred Select PPO/3YN4/01-01-2021

## Language Access Services:

### Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 578-4436

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

**Arabic (العربية):** إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (833) 578-4436.

**Armenian (հայերեն):** Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով (833) 578-4436:

**Chinese(中文):** 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 578-4436。

**Farsi (فارسی):** در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (833) 578-4436 تماس بگیرید.

**French (Français):** Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 578-4436.

**Haitian Creole (Kreyòl Ayisyen):** Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 578-4436.

**Italian (Italiano):** In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 578-4436.

**Japanese (日本語):** この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(833) 578-4436 にお電話ください。

**Korean (한국어):** 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 578-4436로 문의하십시오.

## Language Access Services:

**Navajo (Diné):** Díí naaltsoos biká'ígíí íahgo bina'ídiilkidgo ná bohónéedzá dóó bee ahóót'i' t'áá ni nizaad k'ehjí bee nih hodoonih t'áadoo búáh ilinígóó. Ata' halne'ígíí ía' bich'í' hadeesdizh nínízingo kojí' hodiilnih (833) 578-4436.

**Polish (polski):** W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 578-4436.

**Punjabi (ਪੰਜਾਬੀ):** ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਲੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 578-4436 ਤੇ ਕਾਲ ਕਰੋ।

**Russian (Русский):** если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 578-4436.

**Spanish (Español):** Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 578-4436.

**Tagalog (Tagalog):** Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 578-4436.

**Vietnamese (Tiếng Việt):** Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 578-4436.

### It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

# Your summary of benefits



Anthem® Blue Cross and Blue Shield

Your Plan: City of Branson-Anthem Blue Preferred Select PPO

Your Network: Blue Preferred

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b>	\$500 person / \$1,500 family	\$1,000 person / \$3,000 family
<b>Out-of-Pocket Limit</b>	\$1,750 person / \$3,500 family	\$4,000 person / \$8,000 family
<p>The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.</p>		
<b>Preventive Care / Screening / Immunization</b>	No charge	40% coinsurance after deductible is met
<p><b><u>Doctor Home and Office Services</u></b></p>		
<p><b>Primary Care Visit</b>  <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i></p>	\$30 copay per visit deductible does not apply	40% coinsurance after deductible is met
<p><b>Specialist Care Visit</b>  <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i></p>	\$60 copay per visit deductible does not apply	40% coinsurance after deductible is met
<b>Prenatal and Post-natal Care</b>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<p><b><u>Other Practitioner Visits:</u></b></p>		
Retail Health Clinic	\$30 copay per visit deductible does not apply	40% coinsurance after deductible is met
Preferred On-line Visit <i>Includes Mental/Behavioral Health and Substance Abuse</i>	\$10 copay per visit deductible does not apply	40% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Other Participating Provider On-line Visit <i>Includes Mental/Behavioral Health and Substance Abuse</i>  Chiropractic Services <i>Coverage is limited to 26 visits per benefit period.</i>	\$30 copay per visit deductible does not apply  50% coinsurance deductible does not apply	40% coinsurance after deductible is met  Not covered
<b><u>Other Services in an Office:</u></b>  Allergy Testing  Chemo/Radiation Therapy - PCP  Chemo/Radiation Therapy - Specialist  Dialysis/Hemodialysis  Prescription Drugs - <i>Dispensed in the office</i>	20% coinsurance after deductible is met  \$30 copay per visit deductible does not apply  \$60 copay per visit deductible does not apply  \$60 copay per visit deductible does not apply  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% coinsurance after deductible is met
<b><u>Diagnostic Services</u></b> <b>Lab:</b> Office  Outpatient Hospital	No charge  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% coinsurance after deductible is met
<b>X-Ray:</b> Office  Outpatient Hospital	No charge  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% coinsurance after deductible is met
<b>Advanced Diagnostic Imaging:</b>		

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Office</p> <p>Freestanding Radiology Center</p> <p>Outpatient Hospital</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>
<p><b><u>Emergency and Urgent Care</u></b></p> <p><b>Urgent Care</b>  <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i></p>	<p>\$75 copay per visit deductible does not apply</p>	<p>40% coinsurance after deductible is met</p>
<p><b>Emergency Room Facility Services</b>  <i>Copay waived if admitted.</i></p> <p><b>Emergency Room Doctor and Other Services</b></p>	<p>\$300 copay per visit deductible does not apply</p> <p>No charge</p>	<p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p><b><u>Ambulance</u></b></p>	<p>20% coinsurance after deductible is met</p>	<p>Covered as In-Network</p>
<p><b><u>Outpatient Mental/Behavioral Health and Substance Abuse</u></b></p> <p><b>Doctor Office Visit</b></p> <p><b>Facility visit:</b></p> <p>Facility Fees</p> <p>Doctor Services</p>	<p>\$30 copay per visit deductible does not apply</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><b><u>Outpatient Surgery</u></b></p> <p><b>Facility Fees:</b></p> <p>Hospital</p> <p>Freestanding Surgical Center</p> <p><b>Doctor and Other Services:</b></p> <p>Hospital</p> <p>Freestanding Surgical Center</p>	<p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p>
<p><b><u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u></b></p> <p><b>Facility fees</b></p> <p><b>Human Organ and Tissue Transplants</b>  <i>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i></p> <p><b>Doctor and other services</b></p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><b><u>Recovery &amp; Rehabilitation</u></b></p> <p><b>Home Health Care</b>  <i>Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.</i></p>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<p><b>Rehabilitation services:</b></p> <p>Office  <i>Coverage for Physical and Occupational Rehabilitation and Habilitation therapy is limited to 40 visits combined per benefit period. Limit includes manipulative treatment when performed by someone other than a chiropractor. Speech Therapy has no visit limit. Benefit limit does not apply to Applied Behavioral Analysis. Benefit limit does not apply when performed as part of Early Intervention.</i></p> <p>Outpatient Hospital  <i>Coverage for Physical and Occupational Rehabilitation and Habilitation therapy is limited to 40 visits combined per benefit period. Limit includes manipulative treatment when performed by someone other than a chiropractor. Speech Therapy has no visit limit. Benefit limit does not apply to Applied Behavioral Analysis. Benefit limit does not apply when performed as part of Early Intervention.</i></p>	<p>\$30 copay per visit deductible does not apply</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>
<p><b>Cardiac rehabilitation</b></p> <p>Office  <i>Coverage is limited to 36 visits per benefit period.</i></p> <p>Outpatient Hospital  <i>Coverage is limited to 36 visits per benefit period.</i></p>	<p>\$60 copay per visit deductible does not apply</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>
<p><b>Pulmonary rehabilitation</b></p> <p>Office  <i>Coverage is limited to 20 visits per benefit period.</i></p> <p>Outpatient Hospital  <i>Coverage is limited to 20 visits per benefit period.</i></p>	<p>\$60 copay per visit deductible does not apply</p> <p>20% coinsurance after deductible is met</p>	<p>40% coinsurance after deductible is met</p> <p>40% coinsurance after deductible is met</p>
<p><b>Skilled Nursing Care (facility)</b>  <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i></p>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
<p><b>Hospice</b></p>	20% coinsurance after deductible is met	40% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Durable Medical Equipment</b>	50% coinsurance after deductible is met	50% coinsurance after deductible is met
<b>Prosthetic Devices</b>	20% coinsurance after deductible is met	40% coinsurance after deductible is met
Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Pharmacy Deductible</b>	Not applicable	Not applicable
<b>Pharmacy Out of Pocket</b>	Combined with medical	Combined with medical
<b>Prescription Drug Coverage</b> <i>National with R90</i> <i>Essential Drug List</i> <i>This product has a 90-day Retail Pharmacy Network available. No coverage for non-formulary drugs.</i>		
<b>Tier 1 - Typically Generic</b> <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i>	\$15 copay per prescription, deductible does not apply (retail and home delivery)	50% coinsurance (min \$75), deductible does not apply (retail) and Not covered (home delivery)
<b>Tier 2 – Typically Preferred Brand</b> <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i>	\$45 copay per prescription, deductible does not apply (retail) and \$112 copay per prescription, deductible does not apply (home delivery)	50% coinsurance (min \$75), deductible does not apply (retail) and Not covered (home delivery)
<b>Tier 3 - Typically Non-Preferred Brand</b> <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i>	\$75 copay per prescription, deductible does not apply (retail) and \$225 copay per prescription, deductible does not apply (home delivery)	50% coinsurance (min \$75), deductible does not apply (retail) and Not covered (home delivery)

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Tier 4 - Typically Specialty (brand and generic)</b> 30 day supply (retail pharmacy). 30 day supply (home delivery).	25% coinsurance up to \$200 per prescription, deductible does not apply (retail and home delivery)	50% coinsurance (min \$75), deductible does not apply (retail) and Not covered (home delivery)

**Notes:**

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
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- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services" which is generally coinsurance or coinsurance after your deductible is met.

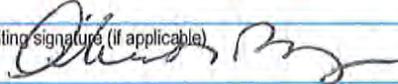
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Your Plan: City of Branson-Anthem Blue Preferred Select PPO

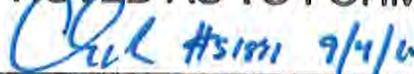
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By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable) 	Date 8/28/2020

APPROVED AS TO FORM:

  
Cul #51511 9/4/20

City Attorney

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Questions: (833) 578-4436 or visit us at [www.anthem.com](http://www.anthem.com)

MO/LG/City of Branson-Anthem Blue Preferred Select PPO/446N/01-01-2021

## Language Access Services:

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### It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

# Your summary of benefits



Anthem® Blue Cross and Blue Shield

Your Plan: City of Branson-Anthem Blue Preferred Select HSA

Your Network: Blue Preferred

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b>	\$3,000 person / \$6,000 family	\$5,400 person / \$10,800 family
<b>Out-of-Pocket Limit</b>	\$3,000 person / \$6,000 family	\$10,000 person / \$20,000 family
<p>The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.</p>		
<b>Preventive Care / Screening / Immunization</b>	No charge	30% coinsurance after deductible is met
<b><u>Doctor Home and Office Services</u></b>		
<b>Primary Care Visit</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Specialist Care Visit</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Prenatal and Post-natal Care</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b><u>Other Practitioner Visits:</u></b>		
Retail Health Clinic	0% coinsurance after deductible is met	30% coinsurance after deductible is met
On-line Visit <i>Includes Mental/Behavioral Health and Substance Abuse</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Chiropractic Services <i>Coverage is limited to 26 visits per benefit period.</i>	50% coinsurance after deductible is met	Not covered
<b><u>Other Services in an Office:</u></b>		

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Allergy Testing  Chemo/Radiation Therapy  Dialysis/Hemodialysis  Prescription Drugs - <i>Dispensed in the office</i>	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met
<u><b>Diagnostic Services</b></u> <b>Lab:</b> Office  Outpatient Hospital	  0% coinsurance after deductible is met  0% coinsurance after deductible is met	  30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b>X-Ray:</b> Office  Outpatient Hospital	  0% coinsurance after deductible is met  0% coinsurance after deductible is met	  30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b>Advanced Diagnostic Imaging:</b> Office  Freestanding Radiology Center  Outpatient Hospital	  0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	  30% coinsurance after deductible is met  30% coinsurance after deductible is met  30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<u><b>Emergency and Urgent Care</b></u> <b>Urgent Care</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Emergency Room Facility Services</b>  <b>Emergency Room Doctor and Other Services</b>	0% coinsurance after deductible is met	Covered as In-Network
<u><b>Ambulance</b></u>	0% coinsurance after deductible is met	Covered as In-Network
<u><b>Outpatient Mental/Behavioral Health and Substance Abuse</b></u> <b>Doctor Office Visit</b>  <b>Facility visit:</b> Facility Fees  Doctor Services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<u><b>Outpatient Surgery</b></u> <b>Facility Fees:</b> Hospital  Freestanding Surgical Center  <b>Doctor and Other Services:</b> Hospital  Freestanding Surgical Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><b><u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u></b></p> <p><b>Facility fees</b></p> <p><b>Human Organ and Tissue Transplants</b> <i>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i></p> <p><b>Doctor and other services</b></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>30% coinsurance after deductible is met</p> <p>30% coinsurance after deductible is met</p> <p>30% coinsurance after deductible is met</p>
<p><b><u>Recovery &amp; Rehabilitation</u></b></p> <p><b>Home Health Care</b> <i>Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>30% coinsurance after deductible is met</p>
<p><b>Rehabilitation services:</b></p> <p>Office <i>Coverage for Physical and Occupational Rehabilitation and Habilitation therapy is limited to 40 visits combined per benefit period. Limit includes manipulative treatment when performed by someone other than a chiropractor. Speech Therapy has no visit limit. Benefit limit does not apply to Applied Behavioral Analysis. Benefit limit does not apply when performed as part of Early Intervention.</i></p> <p>Outpatient Hospital <i>Coverage for Physical and Occupational Rehabilitation and Habilitation therapy is limited to 40 visits combined per benefit period. Limit includes manipulative treatment when performed by someone other than a chiropractor. Speech Therapy has no visit limit. Benefit limit does not apply to Applied Behavioral Analysis. Benefit limit does not apply when performed as part of Early Intervention.</i></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>30% coinsurance after deductible is met</p> <p>30% coinsurance after deductible is met</p>
<p><b>Cardiac rehabilitation</b></p> <p>Office <i>Coverage is limited to 36 visits per benefit period.</i></p> <p>Outpatient Hospital <i>Coverage is limited to 36 visits per benefit period.</i></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>30% coinsurance after deductible is met</p> <p>30% coinsurance after deductible is met</p>
<p><b>Pulmonary rehabilitation</b></p> <p>Office</p>	<p>0% coinsurance after deductible is met</p>	<p>30% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Coverage is limited to 20 visits per benefit period.</p> <p>Outpatient Hospital Coverage is limited to 20 visits per benefit period.</p>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<p><b>Skilled Nursing Care (facility)</b> <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i></p>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<p><b>Hospice</b></p>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<p><b>Durable Medical Equipment</b></p>	50% coinsurance after deductible is met	50% coinsurance after deductible is met
<p><b>Prosthetic Devices</b></p>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><b>Pharmacy Deductible</b></p>	Combined with medical deductible	Combined with medical deductible
<p><b>Pharmacy Out of Pocket</b></p>	Combined with medical	Combined with medical
<p><b>Prescription Drug Coverage</b> <i>National with R90 Essential Drug List</i> <i>This product has a 90-day Retail Pharmacy Network available. No coverage for non-formulary drugs.</i></p>		
<p><b>Tier 1 - Typically Generic</b> <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i></p>	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)
<p><b>Tier 2 – Typically Preferred Brand</b> <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i></p>	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Tier 3 - Typically Non-Preferred Brand</b> 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)
<b>Tier 4 - Typically Specialty (brand and generic)</b> 30 day supply (retail pharmacy). 30 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)

**Notes:**

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services" which is generally coinsurance or coinsurance after your deductible is met.

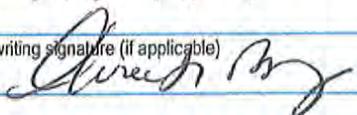
*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.*

Your Plan: City of Branson-Anthem Blue Preferred Select HSA

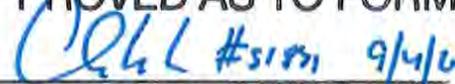
Your Network: Blue Preferred

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By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable) 	Date 8/28/2020

APPROVED AS TO FORM:

 #51871 9/4/20

City Attorney

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**Russian (Русский):** если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 578-4436.

**Spanish (Español):** Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 578-4436.

**Tagalog (Tagalog):** Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 578-4436.

**Vietnamese (Tiếng Việt):** Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 578-4436.

### **It's important we treat you fairly**

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE 2021 LIFE AND AD&D INSURANCE PREMIUMS FROM ANTHEM LIFE INSURANCE COMPANY FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** HUMAN RESOURCES DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020      **FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- The cost for employee life insurance remained flat compared to 2020 prices: 15¢ per \$1,000 salary; and this coverage will have a death benefit of the nearest \$1,000 mark above the employee’s salary. For example, an employee earning \$36,292 would have a death benefit of \$37,000. There is a \$100,000 limit per employee on this coverage.
- Dependent coverage, and additional life insurance coverage is also available to employees at their own expense.
- The City-paid group coverage is convertible to a self-paid policy after an employee leaves service with the City.
- The Accidental Death and Dismemberment (AD&D) coverage costs remained flat from 2020 with a rate of 2¢ per \$1,000 of coverage.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** COMMUNITY: 4.1.3: Continue to promote health and wellness to employees and the community.

**ATTACHED EXHIBITS:**

BILL NO. 5876

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE 2021 LIFE & AD&D INSURANCE PREMIUMS FROM ANTHEM LIFE INSURANCE COMPANY FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, a contract is necessary to provide employees group life insurance and accidental death and dismemberment (AD&D) insurance coverage based upon a cost per \$1,000 of each employee's salary; and

**WHEREAS**, the Board of Aldermen desires to provide as an employee benefit the cost for the Life and AD&D insurance premiums for 2021.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the renewal of ANTHEM LIFE INSURANCE COMPANY for LIFE AND AD&D INSURANCE COVERAGE FOR FULL-TIME EMPLOYEES OF THE CITY OF BRANSON in the amount of \$0.15 per \$1,000 for Basic Life and \$0.020 per \$1,000 for Basic AD&D, and authorizes the Mayor to execute the contract in substantially the form attached as Exhibit "1."

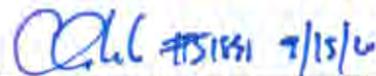
Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

APPROVED AS TO FORM:

 #51831 7/15/20

\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

Anthem Life Insurance Company  
P.O. Box 4445  
Atlanta GA 30302 GAG 008-0012  
Tel 866-676-9645  
Fax 404-467-2955  
Email AnthemLife&DisUW\_Renewals@anthem.com



EDI -CITY OF BRANSON  
110 W MADDUX ST., SUITE 315  
BRANSON MO 65616

**October 17 , 2020**

Dear Benefits Administrator:

Thank you for the opportunity you've given us to provide coverage to your employees. We appreciate the confidence you have placed in us, and we remain dedicated to providing you and your employees with quality, cost effective coverage.

We have completed our evaluation of your group coverage with us. Our analysis takes into consideration a variety of elements that include overall industry trends in claims incidence, shifts in employee composition as well as other financial or premium related issues that have a bearing on our cost structure. After careful consideration of the above factors, we have established the pricing for your upcoming policy period.

The resulting renewal rates, along with your current rates, are shown on the attached page. It is our expressed intent to provide the best possible relationship of benefit costs to the products we provide to your group. Please be assured that our analysis has been completed with this in mind.

We offer a variety of products including optional/supplemental life, short and long term disability, dental and vision coverage, and an Employee Assistance Program (EAP). If you have any questions regarding our renewal assessment or would like additional information regarding our products, please do not hesitate to contact your insurance broker or your Sales representative.

We appreciate the opportunity to provide your employee benefits and look forward to continuing our relationship.

Sincerely,

**Brent Tran**

Group Underwriter

cc :

MO00300126979

3350 Peachtree Road • Atlanta • GA • 30326

Life and Disability products underwritten by Anthem Life Insurance Company. ANTHEM is a registered trademark of Anthem Insurance Companies Inc.

**EDI -CITY OF BRANSON**

Effective Date: 01/01/2021  
Next Anniversary Date: 01/01/2022

Group Number: MO003 00126979

Life and Disability

**Accidental Death and Dismemberment**

Current Rate (\$1,000)	Renewal Rate (\$1,000)
0.02	0.02

**Dependent Life**

AgeBands	Sex	Current Rate (Per Family)	Renewal Rate (Per Family)
0 - 24	N	0.05	0.05
25 - 29	N	0.05	0.05
30 - 34	N	0.05	0.05
35 - 39	N	0.07	0.07
40 - 44	N	0.11	0.11
45 - 49	N	0.17	0.17
50 - 54	N	0.27	0.27
55 - 59	N	0.44	0.44
60 - 64	N	0.64	0.64
65 - 69	N	1.11	1.11
70 - 74	N	2.46	2.46
75 - 120	N	0.15	0.15

**Group Term Life**

Current Rate (\$1,000)	Renewal Rate (\$1,000)
0.15	0.15

**Supplemental Accidental Death and Dismemberment**

Current Rate (\$1,000)	Renewal Rate (\$1,000)
0.02	0.02

**Supplemental Life**

AgeBands	Sex	Current Rate (\$1,000)	Renewal Rate (\$1,000)
0 - 24	N	0.05	0.05
25 - 29	N	0.05	0.05
30 - 34	N	0.05	0.05
35 - 39	N	0.07	0.07
40 - 44	N	0.11	0.11
45 - 49	N	0.17	0.17
50 - 54	N	0.27	0.27
55 - 59	N	0.44	0.44
60 - 64	N	0.64	0.64
65 - 69	N	1.11	1.11
70 - 74	N	2.46	2.46
75 - 120	N	3.99	3.99

*These Renewal rates are based on your client benefits. Please refer to your certificate for more detailed information.*

\_\_\_\_\_  
 City of Branson Date

*Alvina Broz* *8/28/2020*

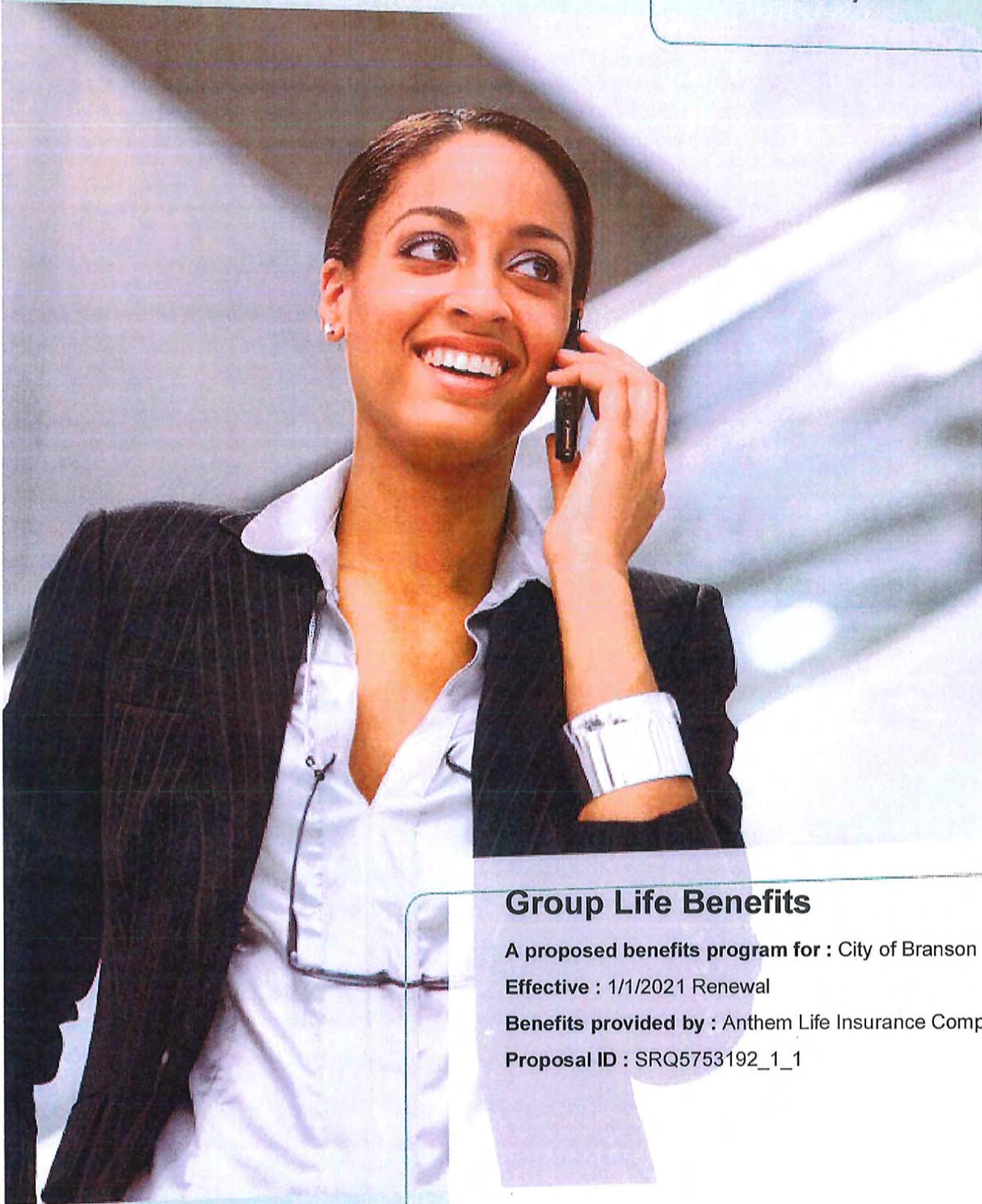
Alvina Broz, Account Manager Date

**APPROVED AS TO FORM:**  
*C. Q. L. #51051 9/4/20*  
 \_\_\_\_\_  
 City Attorney

**AnthemLife**



Disability and Life



## **Group Life Benefits**

**A proposed benefits program for : City of Branson**

**Effective : 1/1/2021 Renewal**

**Benefits provided by : Anthem Life Insurance Company**

**Proposal ID : SRQ5753192\_1\_1**



Group Name: City of Branson Proposal ID: 5753192\_1\_1

## Executive Summary

### Group Basic Life and Supplemental Life coverage from Anthem Life Insurance Company

#### Providing more than just a benefit check for you and your employees

Being part of one of the biggest and most respected health benefits companies has its advantages - like being better positioned to deliver a full spectrum of benefits. But that's just for starters. Employees get the support that can make all the difference in a time of real need. And Anthem Life Insurance Company has the expertise in Basic Life and Supplemental Life benefits to meet your company's expectations and provide the expertise you need to support your Basic Life and Supplemental Life benefits.

#### What we've done for many employers and can do for you

- Our Basic Life and Supplemental Life benefits provide programs for your employees and their families to give them resources and tools when they need it most.
- Unique extras let you go above and beyond for employees, families and beneficiaries.
- You can craft the benefit package you want and your employees need.
- You can simplify your benefits management and save money by packaging a group life plan with your Anthem Blue Cross and Blue Shield health plan - and other products like dental, vision and disability.
- We commit to service you can count on.

#### Our commitment to "best in class" claim service

- Personalized claim service by examiners dedicated to your company.
- One of the fastest claim turnaround times (within two days) and the highest financial accuracy rates in the industry
- Having a claim accuracy of 99%.

#### Proven staying power

- Your plan is backed by the strength and stability of Anthem Life Insurance Company.
- We maintain a sound, conservative investment portfolio.
- We're rated "A" (Excellent) by A.M. Best Company.

You can feel confident that we'll be here for all your life insurance needs today and for years to come. In fact, more employers choose us for group life insurance than any other insurance carrier . (2010 U.S. Group Life Mid-Year Market Survey - Life Inforce Cases: JHA: <http://www.genre.com/sharedfile/pdf/GLMYMS201007-en.pdf>).

Take a look inside this proposal at the plan design and rate summary and benefit highlights to see for yourself that we can offer you solutions you're looking for.



Group Name: City of Branson Proposal ID: 5753192\_1\_1

### Rate and Premium Summary

Basic Coverage	Number of Lives	Monthly Rate	Volume	Monthly Premium
Basic Group Term Life	274	\$0.150 per \$1000	\$12,826,650.00	\$1,923.99
AD&D	274	\$0.020 per \$1000	\$12,826,650.00	\$256.53
Total Monthly Group Premium				\$2,180.52
Total Annual Group Premium				\$26,166.24

Voluntary Coverage	Number of Lives	Monthly Premium	Volume	Annual Premium
Supplemental Life - Employee	TBD	\$TBD	\$TBD	\$TBD
Supplemental Life - Spouse	TBD	\$TBD	\$TBD	\$TBD
Supplemental AD&D - Employee only	TBD	\$TBD	\$TBD	\$TBD
Supplemental Life - Dependent Child	TBD (units)	\$TBD	\$TBD	\$TBD
Total Monthly Group Premium				\$901.17
Total Annual Group Premium				\$10,814.04

The number of lives, volume and premiums displayed are based on assumptions. Actual number of lives, volume and premium totals may vary at enrollment.

#### Supplemental Group Term Life, Accidental Death and Dismemberment, Dependent Life Rates

Coverage	Age bands	Monthly Rate per \$1,000
Supplemental Life Employee and Spouse (based on employee age)	Under 25	\$0.050
	25-29	\$0.050
	30-34	\$0.050
	35-39	\$0.070
	40-44	\$0.110
	45-49	\$0.170
	50-54	\$0.270
	55-59	\$0.440
	60-64	\$0.640
	65-69	\$1.110
	70-74	\$2.460
	Over 74	\$3.990
Supplemental AD&D (employee only)		\$0.020 per \$1000
Supplemental Dependent Child(ren)		\$0.150 per \$1000 (covers all dependent children)

Contact your Anthem Life representative today to discuss the features of this proposal and hear more about Anthem Life's valuable programs.



Group Name: City of Branson Proposal ID: 5753192\_1\_1

## Plan Design

### Basic Group Term Life, Accidental Death and Dismemberment

**Class 1:** All Eligible Employees

**Class 2:** All Eligible Elected Officials

**Eligibility:** All Eligible Employees Working 30 Hours Per Week

**Earnings Definition:** Base Salary

### Benefit Schedule

Feature	Description
<b>Basic Life benefits</b>	
Basic life benefit	Class 1: 1 times annual earnings with \$25,000 minimum Class 2: Flat \$25,000
Maximum benefit	Class 1: \$100,000 Class 2: \$25,000
Guaranteed issue limit	Class 1: \$100,000 Class 2: \$25,000
Living benefit (accelerated death benefit)	75% up to \$250,000
Waiver of premium	Premiums can be waived for employees who become totally disabled before age 60, after the 180 day elimination period. Coverage terminates at age 65 or retirement, whichever is earlier.
Conversion	Included
Portability	Not Included
Age reductions	Benefit reduces by 35% at age 65; 50% at age 70. All coverage terminates at retirement.
Rounding (salary based benefits)	Benefits are rounded up to the next \$1000
Employee contribution	Non-contributory
Participation requirement	100% of eligible employees must be enrolled for coverage
<b>Accidental Death and Dismemberment benefits</b>	
AD&D benefit	Same as basic life
Guaranteed issue limit	All amounts are guaranteed issue
Age reductions	Same as basic life
Rounding (salary based benefits)	Same as basic life
Table of losses	Standard table included
Airbag benefit	10% of AD&D benefit, up to \$10,000 maximum
Seatbelt benefit	10% of AD&D benefit, up to \$15,000 maximum
Repatriation benefit	Up to \$5,000 for transportation and related expenses
Child education benefit	5% of AD&D benefit per year for each child's post-secondary education expenses; annual maximum of \$5,000 or actual expense. \$40,000 combined maximum for all children.
Coma benefit	1% of AD&D benefit for each full month of coma, up to 8 years
Common carrier benefit	25% of AD&D benefit



**Disability and Life**

**Group Name:** City of Branson **Proposal ID:** 5753192\_1\_1

<b>General Provisions</b>	
Resource Advisor	Included
Travel Assistance	Included
Rate guarantee	Rates in this Renewal Proposal are guaranteed to 01/01/2022



Group Name: City of Branson Proposal ID: 5753192\_1\_1

## Plan Design

### Supplemental Group Term Life, Accidental Death and Dismemberment, Dependent Life

**Class 1:** All Eligible Employees

**Eligibility:** All Eligible Employees Working 30 Hours Per Week

**Earnings Definition:** Base Salary

#### Benefit Schedule

Feature	Description
<b>Supplemental Employee Life benefits</b>	
Supplemental employee life benefit	Increments of \$10,000
Maximum benefit	\$300,000 or 5X annual earnings, whichever is less
Guaranteed issue limit	\$100,000
Living benefit (accelerated death benefit)	75% up to \$250,000
Waiver of premium	Premiums can be waived for employees who become totally disabled before age 60, after the 180 day elimination period. Coverage terminates at age 65 or retirement, whichever is earlier.
Conversion	Included
Portability	Included with Supplemental life insurance. Although there may be some exclusions, generally, this feature allows employees to keep group term life insurance for themselves and their families in force under a group trust after a job loss, until they turn age 70. Rates for coverage for employees who elect portability coverage are based on the coverage for all individuals covered by portability coverage, provided under the portability pool. Employees pay premium directly to us.
Age reductions	Benefit reduces by 35% at age 65; 50% at age 70. All coverage terminates at retirement.
<b>Accidental Death and Dismemberment benefits</b>	
Supplemental employee AD&D benefit	Benefit is automatically provided to all employees who elect Supplemental Life; amount is the same as the elected Supplemental Life amount.
Guaranteed issue limit	Same as Supplemental Life
Age reductions	Same as Supplemental Life
Table of losses	Standard table included
Airbag benefit	10% of AD&D benefit, up to \$10,000 maximum
Seatbelt benefit	10% of AD&D benefit, up to \$15,000 maximum
Repatriation benefit	Up to \$5,000 for transportation and related expenses
Child education benefit	5% of AD&D benefit per year for each child's post-secondary education expenses; annual maximum of \$5,000 or actual expense. \$40,000 combined maximum for all children.



Group Name: City of Branson Proposal ID: 5753192\_1\_1

Coma benefit	1% of AD&D benefit for each full month of coma, up to 8 years
Common carrier benefit	25% of AD&D
<b>Supplemental Dependent Life benefits</b>	
Supplemental dependent life benefit	Spouse: Employees may choose a Spouse Benefit in increments of \$5,000 up to \$150,000 Children: Employees may choose a Child Benefit in increments of \$1,000 up to \$10,000 Coverage begins at 15 days from birth. Children are eligible until they reach age 26.
Guaranteed issue limit	Spouse: \$30,000 Child(ren): \$10,000
Age reductions	Reduces in accordance with employee's age and reduction schedule; Terminates at employee's retirement.
Benefit limitation	Dependent benefits may not exceed 50% of the employee Supplemental Life benefit amount
Spouse Rate Basis	Spouse rates are based on employee's age
Portability	Included
<b>General Provisions</b>	
Employee contribution	100% employee paid
Participation requirement	Greater of 5 enrolled lives or 20% of Eligible Employees
Rate guarantee	Rates in this Renewal Proposal are guaranteed to 01/01/2022



**Group Name:** City of Branson **Proposal ID:** 5753192\_1\_1

## Proposal Assumptions

The rates are guaranteed from the effective date on this proposal for the number of months stated in the Rate Guarantee. A fully insured funding arrangement has been quoted.

If the census of enrolled employees changes by more than 10% from the census used for this proposal, we reserve the right to revise the rates based on the final enrolled census.

Groups must be in business for at least 1 year to be eligible for Disability benefits; no restriction for Life benefits.

This proposal assumes self-administration.

SIC Code assumed for this proposal: 9111

Broker Commission is: State Based Scale.

The master policy will be issued and will reflect the laws and requirements of MO. Product features and provisions of this proposal can vary based on state requirements.

Proposal issued on: 08/25/2020. This proposal expires 90 days from the date quoted or the proposed effective date, whichever is later.

Employees whose wages are reported on Form 1099 in lieu of Form W-2 are not eligible for coverage.

Employees must be actively at work, at least 15 years of age and working in the United States, in order to become insured. Employees not actively at work on their effective date will become eligible for insurance after completing the waiting period specified in the policy unless otherwise noted on the schedule of benefits.

We generally will consider a "no-loss/no-gain" basis of insurance for employees who are not actively at work:

- This means that no employees will lose or gain coverage solely as a result of the change in carriers.
- Employees who are not actively at work due to disability, injury or illness remain the liability of the prior carrier.
- All others not actively at work on the effective date may be covered under this policy, provided the required premium is paid and they were covered by the prior carrier's policy up to the effective date of our policy.
- In order to consider "no-loss/no-gain" coverage, we require information on all employees who are non-actives immediately prior to the effective date of this policy. This listing must include: names, birthdates, benefit amounts, last date worked, reason for not working, and the expected return to work date. We will review this information for our determination of liability and rate review.

This Proposal is not the Contract. This proposal provides coverage highlights only, and does not modify, expand or interpret any provisions of the policy. Unless otherwise stated, this proposal and subsequent policy will be issued using Anthem Life Insurance Company's standard policy wording. The policy to be issued will contain complete details of benefits, policy provisions, limitations, etc. A specimen copy is available upon request. In case of a conflict between the proposal and policy, the terms of the policy will govern.

Timely enrollment is required for new employees. Employees hired after the effective date of the plan will become eligible for insurance after completing the waiting period specified in the policy.



**Group Name:** City of Branson **Proposal ID:** 5753192\_1\_1

If employees do not enroll in any contributory program within 31 days of first becoming eligible, they will be required to furnish evidence of insurability at their own expense.

A minimum of 20% participation is required for the Supplemental Life/Voluntary Life Guaranteed Issue amount to be valid. If participation is less than this minimum, all enrollees are subject to Evidence of Insurability on all amounts of coverage, with no Guaranteed Issue amount.

Currently enrolled employees will not be grandfathered for any benefit amount. Evidence of insurability is required for all employees who elect coverage. The guaranteed issue amount will only apply to newly hired employees who were not eligible for Supplemental or Voluntary Life benefits prior to the effective date.

**COST ASSUMPTIONS:**

The rates included in this proposal are based on the plan design as specified herein and on the Proposal Assumption page. We reserve the right to modify the quoted costs as deemed appropriate by Anthem Life Insurance Company if the plan design is modified or any of these assumptions are incorrect. The proposal and rates appearing in this Proposal are based upon the data submitted and its accuracy. The actual rates charged will be based upon the ages, amounts and experience data of the persons insured. The above rates assume that coverage will be provided on a non-participating (i.e. non-retention) basis.

**Not all benefits are available in all states; benefits and features may vary by state. The benefit descriptions contained in this Proposal are intended to be a brief outline of coverage and are not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.**



Group Name: City of Branson Proposal ID: 5753192\_1\_1

## Benefit Highlights

### Group Basic Life, Supplemental Life & Accidental Death and Dismemberment Benefit Highlights

All benefits are subject to all provisions, exclusions and limitations of the Policy and Certificate.

**Living benefit (accelerated death benefit)** Employees can ask for up to 75% of their life benefit to be paid while living if they are terminally ill with less than 12 months to live.

**Basic, Supplemental accidental death and dismemberment (AD&D) insurance** pays a benefit to the beneficiary if death is caused by an accident. Also pays part of the benefit if an accident results in the loss of sight, a limb, certain fingers or toes, speech, hearing, or paralysis. AD&D coverage includes extra benefits that also pay for certain losses:

- *Seat Belt Benefit* pays an extra 10% of the benefit amount up to \$15,000 if employees die in an auto accident while wearing a seatbelt.
- *Air Bag Benefit* pays an extra 10% of the AD&D benefit amount up to \$10,000 if employees die in an auto accident while wearing a seatbelt in a car that has an airbag.
- *Child Education Benefit* helps pay eligible child's college costs if an employee dies in an accident; up to 5% of the AD&D benefit per year for each child's post-secondary education, up to an annual maximum of \$5,000 or actual expense. There is a maximum combined benefit of \$40,000 for all eligible children.
- *Repatriation Benefit* helps pay costs, up to \$5,000, to prepare and transport the body if an employee dies in an accident more than 75 miles from home.
- *Common Carrier Benefit* pays up to 25% of the AD&D benefit if an employee dies in a public transportation accident.
- *Coma Benefit* pays up to 1% of the AD&D benefit for each full month in a coma up to 8 years, if an employee is in a coma due to an accident.

#### Supplemental group term life

Employees can add extra life insurance coverage and have it deducted from their paychecks.

This coverage allows you to offer higher life benefits without increasing your benefits budget. This also includes Supplemental accidental death and dismemberment and Supplemental dependent life coverage.

**Guaranteed issue limit** is the amount of life coverage an employee can choose without submitting evidence of insurability (medical information that must be reviewed and approved).

If an employee elects a coverage amount greater than the guaranteed issue limit, he or she must give satisfactory health evidence to us and we must approve it before the amount of coverage over the guaranteed issue limit will become effective.

This applies:

- When the employee first becomes covered;
- When the employee's class changes;
- If the insurance amount is changed by an amendment or endorsement to the group policy.

When we approve the evidence and the employee meets the actively-at-work requirement, the amount of employee life insurance will be increased on the first of the following month.



**Group Name:** City of Branson **Proposal ID:** 5753192\_1\_1

**Supplemental dependent life insurance**

Employees may select dependent life insurance coverage for their spouse and children.

**Continuation** - Employees can keep their life insurance in place if they leave or lose their job, by converting the life coverage to an individual life policy and paying the premiums directly to us.

**Portability** - Included with supplemental life insurance. Although there may be some exclusions, generally, this feature allows employees to keep group term life insurance for themselves and their families in force under a group trust after a job loss, until they turn age 70. Rates for coverage for employees who elect portability coverage are based on the coverage for all individuals covered by portability coverage, provided under the portability pool. Employees pay premium directly to us.

For new hires, Evidence of Insurability will be required for all benefit amounts in excess of the Guaranteed issue amount shown in the Plan Design.



Group Name: City of Branson Proposal ID: 5753192\_1\_1

## Value Added Services

Extras your employees and their families can use today - and tomorrow

### Resource Advisor

Support for employees, family members and beneficiaries at no additional cost to them:

- 24/7 access to telephone counseling services for employees and their families.
- Employees can receive unlimited legal and financial consultations.
- Employees can receive up to 3 face-to-face counseling sessions.
- Identity theft victim recovery services for employees and their families.
- Online resources for employees and their families on work/life topics like: daycare finder, child development, elder care resources, wellness and mental health topics, will preparation and legal library.
- Beneficiary support programs including:
  - Beneficiaries continue to have access to Resource Advisor services, including online access and 24/7 telephone counseling, plus they get three face-to-face visits with a counselor in the first six months after their loss.
  - Beneficiary Companion services help them close accounts and settle important estate matters with one phone call. That way, they can focus on healing.
  - Beneficiaries can order copies of *The Healing Book - Facing the Death - and Celebrating the Life - of Someone You Love* for children affected by the loss. This book can really help children at a time when they need it most - and there's no charge for it.
  - Beneficiaries can choose to have their life insurance benefits paid through our Access Advantage account. That way the funds can be used right away or when they are needed. Access Advantage accounts earn interest, so important investment decisions can be made later, at a less stressful time.

**Travel Assistance** provides members support while traveling, including: emergency medical services, language assistance, legal assistance and much more. Travel services and pre-departure services are also included.

D&L Underwriter: B.T.

Life and Disability products underwritten by Anthem Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. ®ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE 2021 DENTAL INSURANCE PREMIUMS FROM DELTA DENTAL OF MISSOURI FOR THE CITY OF BRANSON.

**INITIATED BY:** HUMAN RESOURCES DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020

**FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- The cost for dental insurance through Delta Dental remained flat for 2021.

<b>EMPLOYEE ONLY</b>	
PREMIUM	\$36.08
CITY SHARE	\$36.08
EMPLOYEE SHARE	<u>\$0.00</u>
<b>EMPLOYEE/SPOUSE</b>	
PREMIUM	\$72.15
CITY SHARE	\$36.08
EMPLOYEE SHARE	<u>\$36.07</u>
<b>EMPLOYEE/CHILD(REN)</b>	
PREMIUM	\$79.83
CITY SHARE	\$36.08
EMPLOYEE SHARE	<u>\$43.75</u>
<b>EMPLOYEE/FAMILY</b>	
PREMIUM	\$107.78
CITY SHARE	\$36.08
EMPLOYEE SHARE	<u>\$71.70</u>

- Regardless of the coverage level chosen by the employee, the City pays 100% of the employee portion.
- The 2020 contract with Delta Dental was a two-year agreement, hence the Mayor need not execute a new contract on behalf of the City.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

20

**COMMUNITY PLAN 2030:** COMMUNITY: 4.1.3: Continue to promote health and wellness to employees and the community.

**ATTACHED EXHIBITS:**

BILL NO. 5877

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE 2021 DENTAL INSURANCE PREMIUMS FROM DELTA DENTAL OF MISSOURI FOR THE CITY OF BRANSON.**

---

**WHEREAS**, the City of Branson’s insurance broker, Ollis Akers & Arney Insurance evaluated insurance options available to the City and recommends Delta Dental; and

**WHEREAS**, of the options available to the City, DELTA DENTAL OF MISSOURI has been recommended for approval by the Human Resources Committee; and

**WHEREAS**, the Board of Aldermen desires to continue the two-year contract approved for 2020 and 2021.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves DELTA DENTAL OF MISSOURI for DENTAL INSURANCE COVERAGE FOR FULL-TIME EMPLOYEES OF THE CITY OF BRANSON in the amount of \$36.08 per Employee; \$72.15 per Employee + Spouse; \$79.83 per Employee + Child(ren); \$107.78 per Employee + Family.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Chris Lebeck #51831*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE CITY OF BRANSON'S EMPLOYER AND EMPLOYEE COSTS FOR 2021 MEDICAL, DENTAL AND LIFE INSURANCE COVERAGES, AND THE CITY'S CONTRIBUTIONS TO EMPLOYEE HEALTH SAVINGS ACCOUNTS.

**INITIATED BY:** HUMAN RESOURCES DEPARTMENT

**FIRST READING:** SEPTEMBER 22, 2020

**FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- The City has in recent memory provided employees with insurance coverages at greatly reduced rates. In that, the Board has approved Wellness Plans that encourage employee health by incentivizing them with even greater medical insurance discounts.
- For 2021, the City will again offer three medical insurance plans: the \$0 deductible PPO plan, the \$500 deductible PPO plan, and the \$3,000 deductible HSA plan. Regardless of which plan an employee chooses, he or she will receive the same dollar value in benefit from the City, depending upon the category chosen and the tier level earned in the 2020 Wellness Plan by the employee.
- The City will pay identical amounts for employee and dependent coverages on both the \$0 and the \$500 deductible plans. However, since the costs for the \$0 deductible plan is more expensive, the percentage paid by the City of the insurance cost for each employee will be less than the \$500 deductible plan.
- For those on the HSA plan, the insurance premium paid by the City is significantly less than the PPO plans. That difference in cost is made up with cash contribution made by the City to the employees' health savings accounts.
- For dental insurance coverage, the City will pay for each employee enrolled, and employees will be responsible for 100% of dependent costs.
- The City will pay 100% of the basic group life insurance and accidental death and dismemberment coverages for each full-time employee. Employees will be responsible for 100% of any supplemental life insurance or any dependent life insurance costs or any additional AD&D costs.
- Employees will be responsible for 100% of all supplemental insurance coverage costs, and for any contributions to their flexible spending accounts through American Fidelity.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** COMMUNITY: 4.1.3: Continue to promote health and wellness to employees and the community.

**ATTACHED EXHIBITS:**

BILL NO. 5878

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE CITY OF BRANSON'S EMPLOYER AND EMPLOYEE COSTS FOR 2021 MEDICAL, DENTAL AND LIFE INSURANCE COVERAGES AND THE CITY'S CONTRIBUTIONS TO EMPLOYEE HEALTH SAVINGS ACCOUNTS.**

---

**WHEREAS**, the Board of Aldermen desires to provide employees with affordable insurance costs by incentivizing them to be healthy through establishment of tiered medical benefit costs, with lower costs based on levels of participation in the Wellness Plan; and

**WHEREAS**, the Board of Aldermen has previously approved such Wellness Plan to apply to medical insurance costs for 2021; and

**WHEREAS**, the Board of Aldermen also desires to provide employees with non-tiered benefits for dependent medical insurance, dental insurance and life and accidental death and dismemberment insurance.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves four tier levels and the associated employee costs and health savings account contributions levels, and the associated employee costs for medical insurance, attached hereto as Exhibit "A."

Section 2: The Board of Aldermen hereby approve the employer and employee costs for dental, life insurance, and accidental death and dismemberment insurance coverage, attached hereto as Exhibit "B."

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 2020.

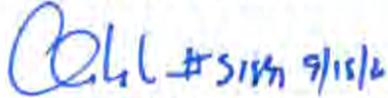
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**2021 MONTHLY MEDICAL INSURANCE RATES AND HSA CONTRIBUTIONS**  
Effective 01/01/2021 THROUGH 12/31/2021

CATEGORY	BLUE PREFERRED SELECT (PPO) BASE PLAN			BLUE PREFERRED SELECT (PPO) BUY-UP		
	\$500 Deductible			\$0 Deductible		
	TIER 1	TIER 2	TIER 3	TIER 1	TIER 2	TIER 3
<b>SINGLE</b>						
PREMIUM	\$ 660.07	\$ 660.07	\$ 660.07	\$ 680.27	\$ 680.27	\$ 680.27
CITY SHARE	\$ 660.07	\$ 561.06	\$ 462.05	\$ 660.07	\$ 561.06	\$ 462.05
EMPLOYEE SHARE	\$ -	\$ 99.01	\$ 198.02	\$ 20.20	\$ 119.21	\$ 218.22
<b>EMPLOYEE/SPOUSE</b>						
PREMIUM	\$ 1,317.64	\$ 1,317.64	\$ 1,317.64	\$ 1,357.98	\$ 1,357.98	\$ 1,357.98
CITY SHARE	\$ 1,102.29	\$ 1,003.28	\$ 904.26	\$ 1,102.29	\$ 1,003.28	\$ 904.26
EMPLOYEE SHARE	\$ 215.35	\$ 314.36	\$ 413.38	\$ 255.69	\$ 354.70	\$ 453.72
<b>EMPLOYEE/CHILD(REN)</b>						
PREMIUM	\$ 1,153.18	\$ 1,153.18	\$ 1,153.18	\$ 1,188.49	\$ 1,188.49	\$ 1,142.78
CITY SHARE	\$ 991.69	\$ 892.68	\$ 793.67	\$ 991.69	\$ 892.68	\$ 793.67
EMPLOYEE SHARE	\$ 161.49	\$ 260.50	\$ 359.51	\$ 196.80	\$ 295.81	\$ 349.11
<b>EMPLOYEE/FAMILY</b>						
PREMIUM	\$ 1,810.78	\$ 1,810.78	\$ 1,810.78	\$ 1,866.22	\$ 1,866.22	\$ 1,866.22
CITY SHARE	\$ 1,433.92	\$ 1,334.91	\$ 1,235.90	\$ 1,433.92	\$ 1,334.91	\$ 1,235.90
EMPLOYEE SHARE	\$ 376.86	\$ 475.87	\$ 574.88	\$ 432.30	\$ 531.31	\$ 630.32

**LUMENOS HSA BLUE PREFERRED**

CATEGORY	\$3,000 Deductible		
	TIER 1	TIER 2	TIER 3
<b>SINGLE</b>			
PREMIUM	\$ 562.88	\$ 562.88	\$ 562.88
CITY SHARE	\$ 562.88	\$ 478.45	\$ 394.02
EMPLOYEE SHARE	\$ -	\$ 84.43	\$ 168.86
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 97.19</b>	<b>\$ 82.61</b>	<b>\$ 68.03</b>
<b>EMPLOYEE/SPOUSE</b>			
PREMIUM	\$ 1,123.63	\$ 1,123.63	\$ 1,123.63
CITY SHARE	\$ 939.98	\$ 855.55	\$ 771.12
EMPLOYEE SHARE	\$ 183.65	\$ 268.08	\$ 352.51
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 162.30</b>	<b>\$ 147.72</b>	<b>\$ 133.14</b>
<b>EMPLOYEE/CHILD(REN)</b>			
PREMIUM	\$ 983.38	\$ 983.38	\$ 983.38
CITY SHARE	\$ 845.67	\$ 761.23	\$ 676.80
EMPLOYEE SHARE	\$ 137.71	\$ 222.15	\$ 306.58
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 146.02</b>	<b>\$ 131.44</b>	<b>\$ 116.86</b>
<b>EMPLOYEE/FAMILY</b>			
PREMIUM	\$ 1,544.14	\$ 1,544.14	\$ 1,544.14
CITY SHARE	\$ 1,222.78	\$ 1,138.35	\$ 1,053.91
EMPLOYEE SHARE	\$ 321.36	\$ 405.79	\$ 490.23
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 211.15</b>	<b>\$ 196.57</b>	<b>\$ 181.99</b>

TIER 1: MET ALL THREE OF THE WELLNESS PROGRAM ELEMENTS IN 2020 (NO NICOTINE, HEALTH RISK ASSESSMENT, PCP VISIT)

TIER 2: MET TWO ELEMENTS OF THREE WELLNESS PROGRAM IN 2020, TO INCLUDE NO NICOTINE STANDARD

TIER 3: DID NOT MEET THE NO NICOTINE STANDARD, OR DID NOT MEET THE OTHER TWO STANDARDS OF THE WELLNESS PROGRAM IN 2020

TIER 4: \$100 MONTHLY STIPEND FOR BEING ON ANOTHER QUALIFYING MEDICAL INSURANCE PLAN (NO DEPENDENT CONTRIBUTION BY CITY)

THE CITY PAYS 67.25% OF DEPENDENT COVERAGE FOR ALL TIERS 1 THROUGH 3; THE EMPLOYEE PAYS 32.75%.

\*NEW EMPLOYEES ARE PLACED IN TIER 1 FOR THEIR PARTIAL FIRST YEAR IF THEY MEET THE NO NICOTINE STANDARD

\*\*NEW EMPLOYEES ARE PLACED IN TIER 2 FOR THEIR PARTIAL FIRST YEAR IF THEY DO NOT MEET THE NO NICOTINE STANDARD

**2021 MONTHLY DENTAL, LIFE, AD&D AND VISION RATES**  
Effective 01/01/2021 through 12/31/2021

**DELTA DENTAL**

<b>SINGLE</b>	
PREMIUM	\$36.08
CITY SHARE	\$36.08
EMPLOYEE SHARE	\$0.00
<b>EMPLOYEE/SPOUSE</b>	
PREMIUM	\$72.15
CITY SHARE	\$36.08
EMPLOYEE SHARE	\$36.07
<b>EMPLOYEE/CHILD(REN)</b>	
PREMIUM	\$79.83
CITY SHARE	\$36.08
EMPLOYEE SHARE	\$43.75
<b>EMPLOYEE/FAMILY</b>	
PREMIUM	\$107.78
CITY SHARE	\$36.08
EMPLOYEE SHARE	\$71.70

**ANTHEM BASIC GROUP TERM LIFE/ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

THE CITY OF BRANSON PROVIDES ALL FULL-TIME EMPLOYEES WITH BASIC GROUP TERM LIFE INSURANCE AT ONE-TIMES THEIR ANNUAL SALARY, ROUNDED UP TO THE NEXT THOUSAND, UP TO \$100,000. RATE IS 15¢ PER \$1,000 OF SALARY FOR LIFE AND 2¢ PER \$1,000 OF SALARY FOR AD&D. ENTIRE PREMIUM IS PAID BY THE CITY OF BRANSON.

**ANTHEM OPTIONAL GROUP TERM LIFE/AD&D INSURANCE**

OPTIONAL EMPLOYEE AND DEPENDENT COVERAGE IS AVAILABLE. RATES ARE BASED ON AGE BRACKET AND AMOUNT OF COVERAGE ELECTED. PREMIUMS ARE PAID BY THE EMPLOYEE.

**DELTA VISION (Premiums are paid by the Subscriber)**

EMPLOYEE ONLY	\$5.45
EMPLOYEE + SPOUSE	\$10.20
EMPLOYEE + CHILD(REN)	\$11.58
EMPLOYEE + FAMILY	\$16.88

**AMERICAN FIDELITY AND AFLAC**

AMERICAN FIDELITY IS THE EXCLUSIVE VENDOR FOR SUPPLEMENTAL INSURANCE AND SECTION 125 PLANS FOR THE CITY; EMPLOYEES WITH AFLAC POLICIES PRIOR TO 2019 ARE ABLE TO KEEP SUCH POLICIES. ALL NEW POLICIES ARE WRITTEN BY AMERICAN FIDELITY



# STAFF REPORT

**ITEM/SUBJECT:** A RESOLUTION CERTIFYING THE 2020 LAGERS DELEGATES.

**INITIATED BY:** HUMAN RESOURCES DEPARTMENT

**DATE:** OCTOBER 13, 2020

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**EXECUTIVE SUMMARY:**

- RSMo 70.605 requires the City of Branson Board of Aldermen to certify two voting delegates – an Employer Delegate and a Member Delegate – to the Annual Missouri Local Government Employees Retirement System annual meeting held October 29 and 30, 2020 at the Margaritaville Lake Resort (formerly known as Tan-Tar-A) at 494 Tan Tar A Drive, Osage Beach, Missouri, or may be attended virtually because of the COVID-19 pandemic.
- The Employer Delegate is to be a member of the Governing Body or its designated agent. In lieu of a member of this governing body attending, it is recommended that Marcia Chapman, Senior Accountant, responsible for payroll and accounts receivable, be selected as the Board's designated agent and act as Employer Delegate for the meeting.
- A total of 41 employees of the City voted and chose the Member Delegate through a secret ballot. The person with the most votes for Member Delegate was Darryll Hembree, from the Fire Department. The votes were cast during the open balloting period from September 1 to September 15, 2020.
- The votes were as follows:  
Darryll Hembree, Fire – 6  
Dennis Brunner, Fire – 5  
Errol Cordell, Utilities – 4  
Heath Hudson, Fire – 3  
Two employees with 2 votes each  
19 employees with 1 vote each

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**FINANCIAL IMPACT:**

- No impact/Not applicable  
 Budgeted in the current year's budget  
 Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended  
 Not Recommended  
 Neutral/None

**COMMUNITY PLAN 2030:** GOVERNANCE: G-3: Transparency. Branson will maintain open, transparent communication with the community and will encourage greater informed participation in local governance.

**ATTACHED EXHIBITS:**

**A RESOLUTION CERTIFYING THE 2020 LAGERS DELEGATES.**

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**WHEREAS**, RSMo 70.605 requires the Branson Board of Aldermen to certify two delegates to the Missouri Local Government Employees Retirement System (LAGERS) annual meeting held October 29 and 30, 2020 at the Margaritaville Lake Resort (formerly known as Tan-Tar-A) at 494 Tan Tar A Drive, Osage Beach, Missouri, or may be attended virtually because of the COVID-19 pandemic.

**THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI AS FOLLOWS:**

- Section 1: The Board of Aldermen hereby certifies Marcia Chapman, Senior Accountant, as its designated agent, in the role of "Employer Delegate" for the 2020 Missouri LAGERS annual meeting.
- Section 2: The Board of Aldermen hereby certifies Darryll Hembree, of the Fire Department, selected by City employees as the designated "Member Delegate" for the 2020 Missouri LAGERS annual meeting.
- Section 3: This resolution shall be in effect from and after its passage and approval.

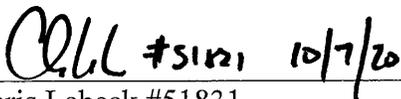
**ADOPTED** by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** A RESOLUTION OF THE CITY OF BRANSON, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

**INITIATED BY:** ADMINISTRATION DEPARTMENT

**DATE:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- The City intends to apply for Community Development Block Grant (CDBG) funding for flood protection of the Compton Drive Wastewater Treatment Plant, with an application due date on October 24, 2020.
- Funding would provide for a flood protection system of the City’s Wastewater Treatment Plant located along Lake Taneycomo.
- Excessive environmental damage would occur if the facility is offline or became inundated with flood waters, causing an inability to treat sewage.
- Total replacement costs of the facility would be in excess of \$80 million if it was destroyed. These grant funds will cover mitigation efforts to harden the plant, avoiding costly replacement and economic damage.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Infrastructure & Environment: Designs, builds and proactively maintains a reliable utility infrastructure that delivers a safe, clean water supply, controls storm water drainage and effectively manages sewer treatment.

**ATTACHED EXHIBITS:**

**A RESOLUTION OF THE CITY OF BRANSON, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.**

---

**WHEREAS**, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing, suitable living environment and expanding economic opportunities principally for person of low and moderate income”, and

**WHEREAS**, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

**WHEREAS**, The Missouri Department of Economic Development is designated to award Community Development Grant funding under Title I; and

**WHEREAS**, The City does have areas of need which may be addressed through the Community Development Block Grant program.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

Section 1: That it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Act of 1974.

Section 2: The Mayor of Branson, Missouri hereby is authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

Section 3: That the applicant will dedicate \$0 of local cash funds and \$0 of in-kind materials or labor to be used in this project.

Section 4: This resolution shall be in full force and effect after its passage and approval.

**ADOPTED** by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_\_ day of October, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

*CEL #51831 10/7/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** RESOLUTION APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR BRANSON’S ADORATION PARADE.

**INITIATED BY:** PLANNING & DEVELOPMENT DEPARTMENT

**DATE:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- Request made by the Branson/Lakes Area Chamber of Commerce and CVB for Branson’s Adoration Parade.
- Parade scheduled to be held on Sunday, December 6, 2020, beginning at 5:00 pm. Event setup is proposed to commence at 8:00 am with the breakdown completed by 8:00 pm.
- Request includes the temporary closure of certain portions of S. Sycamore Street, Price Street, E. Long Street, Branson Landing Boulevard, Commercial Street, and E. College Street within the downtown area. The proposed route is the same route that has been successfully utilized the past several years. Additionally, the proposed event will be utilizing portions of the Branson Convention Center and Branson Landing properties. Permission for the use of their property has been previously granted.
- Proposed event is expected to attract approximately 4,000 participants and spectators.
- Three temporary, off-premise banners have been proposed as part of the proposed event. Additionally, the applicant will be notifying all those businesses and members of the public that may be affected by their event through email, published notification and published signage.
- Staff has reviewed the request and anticipates approximately \$12,901.40 in costs to the City to assist with the proposed event. Specifically, the Police Department plans to utilize approximately 39 personnel.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
  - Not Recommended
  - Neutral/None
- 

**COMMUNITY PLAN 2030:** C Strategy 6.3 Community Events.

**ATTACHED EXHIBITS:** 1) Special Events Review Letter



**PLANNING & DEVELOPMENT DEPARTMENT**

PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS

---

DATE: September 30, 2020

SUBJECT: Branson's Adoration Parade

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**Fire Review**

- HAY BEING USED ON A TRAILER OR TRUCK SHALL BE PROTECTED WITH FIRE RETARDANT.\*\*\*\*\*ALL TRAILER SHALL HAVE A MINIMUM OF A 5 POUND 2A10BC FIREEXTINGUISHER\*\*\*\*\*LIMITED USE OF COMBUSTIBLE MATERIALS.\*\*\*\*\*ELECTRICAL WIRING WILL BE CHECKED.\*\*\*\*\*PORTABLE GENERATOR EXHAUST IS POSITIONED CORRECTLY.\*\*\*\*\*FLOAT OPERATOR VISIBILITY.\*\*\*\*\*MOUNTING AND SAFETY CHAINS.

**Planning/Landscaping Review**

- Police: Total estimated costs = \$12,901.40 (\$10,961.40 for 39 personnel and \$1,940 for vehicles)

**Utilities Review**

- Call 1-800-DIG-RITE for utility locates prior to installing signs or banners.

**Public Works Review**

- Public Works will be working closely with the police and fire departments to aid in the placement and monitoring of all temporary traffic/ pedestrian control for the duration of the parade.

**A RESOLUTION APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR BRANSON'S ADORATION PARADE.**

**WHEREAS**, the Branson/Lakes Area Chamber of Commerce & CVB has submitted a Special Event Permit Application to the City of Branson for approval of Branson's Adoration Parade; and

**WHEREAS**, the Board of Aldermen wish to approve the application.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

Section 1: The Board of Aldermen for the City of Branson hereby approves the Special Event Permit Application attached as Exhibit 'A'.

Section 2: The City Administrator exercised his authority to allow the Special Event Permit Application to be submitted less than the 90 days prior to the event per Branson Municipal Code Section 94-65(c)(1) as described on Exhibit 'B'.

Section 3: This resolution shall be in full force and effect after its passage by the Board of Aldermen and approval by the Mayor.

**ADOPTED** by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K. Westfall  
City Clerk

*CEL* #51831 10/7/20  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

# EXHIBIT A



## PLANNING & DEVELOPMENT DEPARTMENT

PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS

**Special Event - With Street Closure**  
**Address:**  
**Description:** Branson's Adoration Parade

**SE20-000010**  
Application Date: 09/21/2020

### Application Information\*:

Applicant Name	Grant Sloan
Applicant Email	gsloan@bransonchamber.com
Applicant Address	4100 Gretna Rd. Branson MO 65616
Applicant Company Name	Branson/Lakes Area Chamber of Commerce
Applicant Company Address	4100 Gretna Rd. Branson MO 65616
Applicant Home Phone	(417) 844-3633
Applicant Cell Phone	(417) 844-3633
Applicant Work Phone	
Are you the property owner?	No
Sponsor Information Name	Grant Sloan
Sponsor Information Email	gsloan@bransonchamber.com
Sponsor Information Address	4100 Gretna Rd. Branson MO 65616
Sponsor Information Company Name	Branson/Lakes Area Chamber of Commerce
Sponsor Information Company Address	4100 Gretna Rd. Branson MO 65616
Sponsor Information Home Phone	(417) 844-3633
Sponsor Information Cell Phone	(417) 844-3633
Sponsor Information Work Phone	
Expected number in attendance	4000
Event Website	<a href="https://www.explorebranson.com/blog/bransons-annual-adoration-parade">https://www.explorebranson.com/blog/bransons-annual-adoration-parade</a>
Will the location of the event be on public property?	Yes
Event Setup	12/06/2020
Time	8:00 am
<u>Day 1</u>	12/06/2020
Start Time 1	5:00 pm
End Time 1	7:30 pm
Breakdown	12/06/2020
Time	8:00 pm

Are you using a private security company?	No
Are you using a private waste management company?	No
Are you using a private sanitation company?	No
Will the event include food concessions and/or preparation areas?	No
Will the event involve the consumption of alcoholic beverages on-site?	No
Postcard	0
Email	1
Published Notification	1
Published Signage	1
Will tents be used at the event?	No
Does the event include the use of fireworks, rockets, lasers, or other pyrotechnics?	No
Will there be music or live entertainment at the event?	Yes
Will stages, bandstands, or platforms be used for the event?	Yes
Will sound amplification be used?	Yes
Start Time	5:00 pm
End Time	7:30 pm
Will sound/light equipment be used for the event?	Yes
Will the event have any live animals and/or horse-drawn carriage(s)?	Yes
Will the event include the use of any temporary signs?	Yes
Number of Yard Signs	0
Sign Width (ft) se yard	0
Sign Height (ft) se yard	0
Sq Ft	0
Number of Banner Signs	3
Sign Width (ft) se banner	4
Sign Height (ft) se banner	3
Sq Ft	12
Mounting Location	Freestanding
Banner Sign 1 Location	Branson Landing Blv (by Belk)
Banner Sign 2 Location	Main Street and Highway 65 (by Caseys)
Banner Sign 3 Location	4100 Gretna Rd (Chamber of Commerce building)

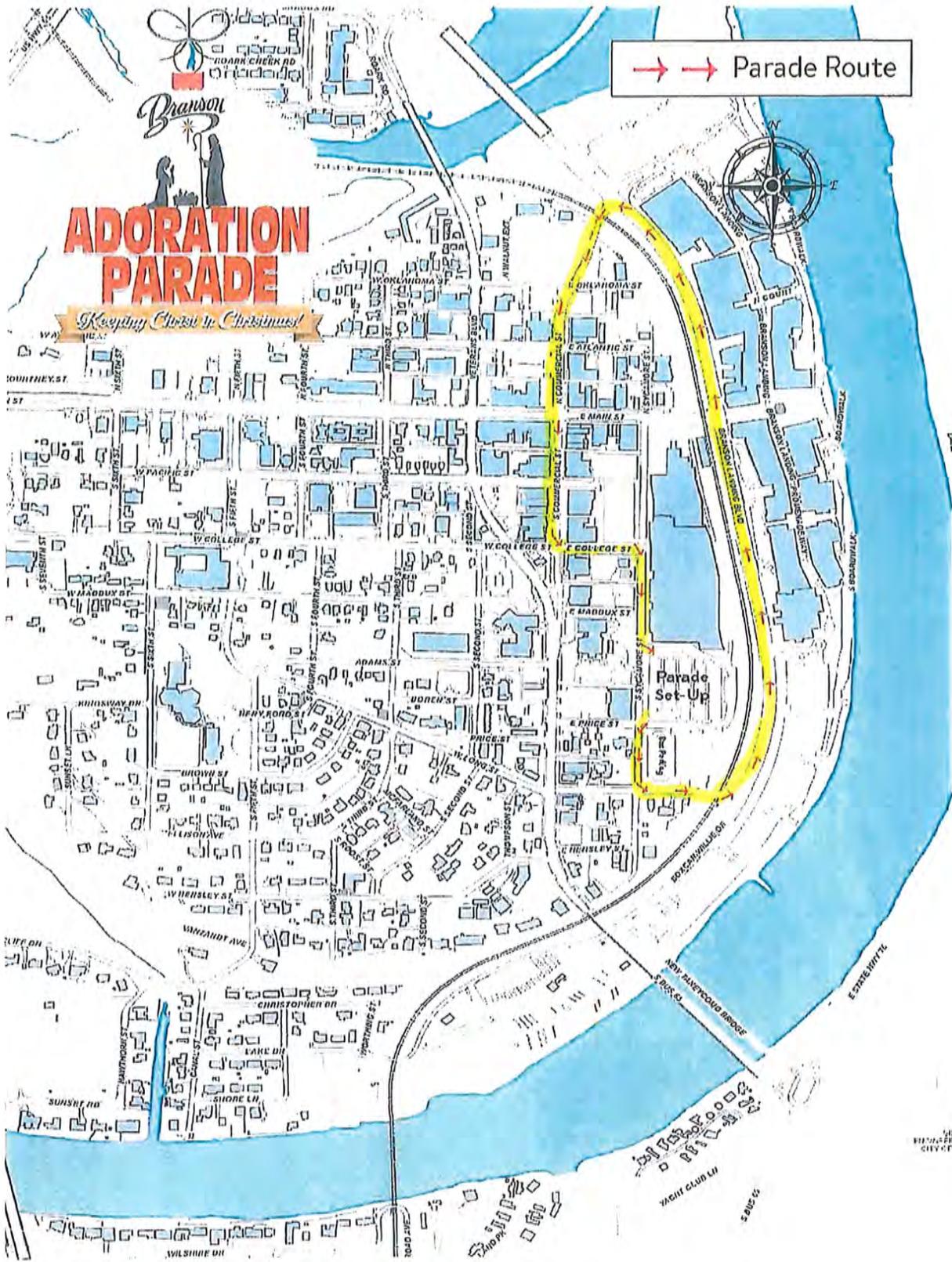
\* Only fields that were populated are shown

**Documents:**

Attach Site Plan: [2020 Adoration Parade Plan.pdf](#)

Attach Certificate of Liability Insurance: [ACORD Form 20200921-111803.pdf](#)

Applicant Signature: [signature.png](#)



# ADORATION PARADE

*Keeping Christ in Christmas*

→ → Parade Route



Parade Set-Up

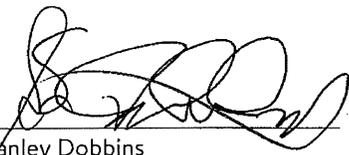
BRANSON CITY OF

**EXHIBIT B**



**PLANNING & DEVELOPMENT DEPARTMENT**  
PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS

Per Branson Municipal Code Section 94-65 (c)(1), the ninety (90) day exception has been exercised for Branson's Adoration Parade.

  
\_\_\_\_\_  
Stanley Dobbins  
City Administrator

09-30-2022  
Date



# STAFF REPORT

**ITEM/SUBJECT:** RESOLUTION OF SUPPORT FOR A HOUSING DEVELOPMENT BY NORTH STAR HOUSING, LLC, LOCATED AT 325 WILDWOOD DRIVE, BRANSON, MISSOURI.

**INITIATED BY:** PLANNING AND DEVELOPMENT DEPARTMENT

**DATE:** OCTOBER 13, 2020

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**EXECUTIVE SUMMARY:**

- North Star Housing, LLC has requested the Board of Aldermen's support for a housing development, to be called The Cottages at Oak Creek, within the property located at 325 Wildwood Drive.
- The proposed development will include approximately 40 permanent, two or three bedroom residential units. Additionally, the 2-story, quadplex townhomes structures are expected to be complimented by a community center near the development's entrance.
- A representative for this request will provide a presentation, which will include more details, and will be available for questions and any clarification.
- This resolution will formally indicate the support of the City of Branson for this project, and it will be used in future funding applications.

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**FINANCIAL IMPACT:**

- No impact/Not applicable  
 Budgeted in the current year's budget  
 Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended  
 Not Recommended  
 Neutral/None

**COMMUNITY PLAN 2030:** H 1.2 – Housing Variety

**ATTACHED EXHIBITS:** Exhibit "A" – The Cottages at Oak Creek Presentation



EXHIBIT A

The Cottages at  
Oak Creek,  
Branson,  
Missouri



**North Star  
Housing, LLC**



The Cottages at Oak Creek  
Branson, Missouri



1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY.



- GENERAL NOTES**
1. PROVIDE ALL CONCRETE, GRADE, ASPHALT, AND OTHER FINISHES AND SURFACES TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.
  2. ALL UTILITIES SHALL BE DEEPER THAN THE FINISH GRADE OF THE DRIVEWAY OR SIDEWALK. PROVIDE ALL UTILITIES AND CONNECTIONS TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.
  3. THE LOCAL HEALTH DEPARTMENT SHALL BE THE AUTHORITY FOR ALL SANITATION MATTERS. PROVIDE ALL SANITATION MATTERS TO THE LOCAL HEALTH DEPARTMENT FOR APPROVAL.
  4. PROVIDE ALL UTILITIES TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.
  5. PROVIDE ALL UTILITIES TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.
  6. PROVIDE ALL UTILITIES TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.
  7. PROVIDE ALL UTILITIES TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.
  8. PROVIDE ALL UTILITIES TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.
  9. PROVIDE ALL UTILITIES TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.
  10. PROVIDE ALL UTILITIES TO THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY FOR APPROVAL.

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND LOCAL WATER UTILITY.

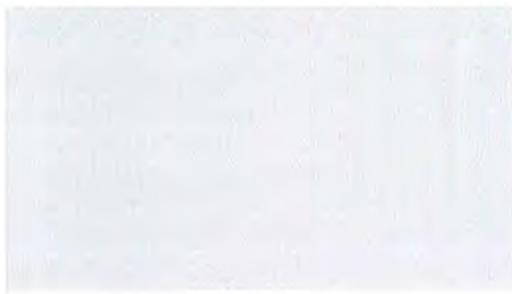
NO.	DATE	DESCRIPTION
1	10/15/2024	ISSUED FOR PERMITTING
2	10/20/2024	REVISED PER LOCAL HEALTH DEPARTMENT COMMENTS
3	11/05/2024	REVISED PER LOCAL WATER UTILITY COMMENTS
4	11/15/2024	REVISED PER LOCAL HEALTH DEPARTMENT COMMENTS
5	12/01/2024	REVISED PER LOCAL WATER UTILITY COMMENTS
6	12/15/2024	REVISED PER LOCAL HEALTH DEPARTMENT COMMENTS
7	01/05/2025	REVISED PER LOCAL WATER UTILITY COMMENTS
8	01/15/2025	REVISED PER LOCAL HEALTH DEPARTMENT COMMENTS
9	02/01/2025	REVISED PER LOCAL WATER UTILITY COMMENTS
10	02/15/2025	REVISED PER LOCAL HEALTH DEPARTMENT COMMENTS

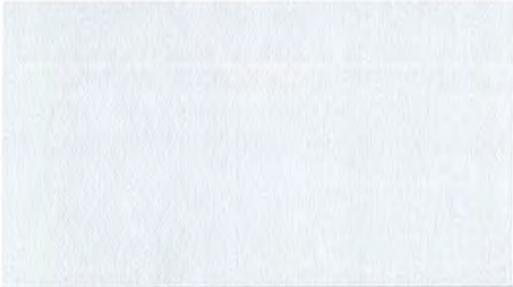
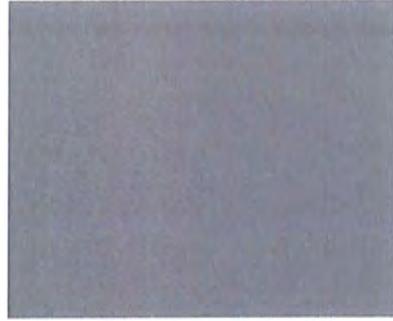
PREPARED BY: [Name]

CHECKED BY: [Name]

DATE: 10/15/2024

**S 1.0**







BRANSON - PROPOSED 3 BED / 2 BED MULTIPLE SINGLE FAMILY TOWNHOMES  
SCALE 1/8" = 1'-0"



BRANSON - PROPOSED 3 BED / 2 BED MULTIPLE SINGLE FAMILY TOWNHOMES (LOWER LEVEL)  
SCALE 1/8" = 1'-0"



BRANSON - ADA CONVERSION of EXISTING BUILDING 3 bed / 1 bed  
SCALE 1/8" = 1'-0"



BRANSON - EXISTING CONVERSION 3 bed / 2 bed  
SCALE 1/8" = 1'-0"

**A RESOLUTION OF SUPPORT FOR A HOUSING DEVELOPMENT BY NORTH STAR HOUSING, LLC, LOCATED AT 325 WILDWOOD DRIVE, BRANSON, MISSOURI.**

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**WHEREAS**, the City of Branson, Missouri, has identified housing as a priority; and,

**WHEREAS**, North Star Housing, LLC has requested support from the Board of Aldermen for permanent and affordable housing within the City of Branson; and,

**WHEREAS**, the purpose of this Resolution is to indicate the support of the City of Branson for the project and to be used for funding applications; however, nothing contained herein shall be deemed to be approval of any other governmental action related to the project, such as, but not limited to, zoning, platting, funding, building codes, etc.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

- Section 1: The Board of Aldermen is expressing its support of the housing development by North Star Housing, LLC, which is proposed to include approximately 40 permanent residential units on the property located at 325 Wildwood Drive.
- Section 2: That support is given for the development of the aforesaid housing in our community, subject to city ordinances and the building permit process.
- Section 3: This Resolution shall be in full force after its passage and approval by the Board of Aldermen.

**ADOPTED** by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Cell #51831 10/2/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL EXTENDING ORDINANCE 2020-0072 TO COMBAT THE COMMUNITY SPREAD OF COVID-19.

**INITIATED BY:** EMERGENCY MANAGEMENT DIRECTOR | LEGAL DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020

**FINAL READING:** OCTOBER 13, 2020

**EXECUTIVE SUMMARY:**

- The mandated use of face coverings for Missouri continues to be one of the recommendations of the White House Coronavirus Task Force.
- As of the latest publicly available White House Coronavirus Task Force Report dated September 27, 2020, Missouri is in the red zone for cases, indicating 101 or more new cases per 100,000 population, with the 8th highest rate in the country. Missouri is in the orange zone for test positivity, indicating a rate between 8.0% and 10.0%, with the 8th highest rate in the country.
- Taney County and Branson continue to be in the red zone indicating high community transmission of COVID-19.
- Staff is requesting a double read on this item.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** C-1: Public Safety

**ATTACHED EXHIBITS:** Exhibit 1 - White House Coronavirus Task Force State Report (9/20/20)  
Exhibit 2 - White House Coronavirus Task Force State Report (9/27/20)

STATE REPORT  
09.20.2020

## MISSOURI

### SUMMARY

- Missouri is in the red zone for cases, indicating 101 or more new cases per 100,000 population last week, with the 5th highest rate in the country. Missouri is in the orange zone for test positivity, indicating a rate between 8.0% and 10.0%, with the 10th highest rate in the country.
- Missouri has seen an increase in new cases and a decrease in test positivity over the last week.
- The following three counties had the highest number of new cases over the last 3 weeks: 1. St. Louis County, 2. Jackson County, and 3. Greene County. These counties represent 29.7% of new cases in Missouri.
- 74% of all counties in Missouri have moderate or high levels of community transmission (yellow, orange, or red zones), with 45% having high levels of community transmission (red zone). Spread is across rural and urban settings.
- During the week of Sep 7 - Sep 13, 15% of nursing homes had at least one new resident COVID-19 case, 28% had at least one new staff COVID-19 case, and 5% had at least one new resident COVID-19 death.
- Missouri had 179 new cases per 100,000 population in the last week, compared to a national average of 86 per 100,000.
- Current staff deployed from the federal government as assets to support the state response are: 66 to support operations activities from FEMA; 7 to support operations activities from ASPR; 2 to support epidemiology activities from CDC; 2 to support operations activities from CDC; 12 to support medical activities from VA; and 1 to support operations activities from VA.
- Between Sep 12 - Sep 18, on average, 107 patients with confirmed COVID-19 and 224 patients with suspected COVID-19 were reported as newly admitted each day to hospitals in Missouri. An average of greater than 95% of hospitals reported either new confirmed or new suspected COVID patients each day during this period.

### RECOMMENDATIONS

- Ensuring mask utilization statewide will prevent unnecessary transmission and deaths in vulnerable communities.
- Maintain community testing at July levels in order to effectively identify cases and rapidly intervene as transmission patterns continue to change.
- Conduct rigorous case investigation and rapid contact tracing with early isolation of known or suspected cases and quarantine of all contacts. Maintain a particular focus in cities or counties with elevated or increasing transmission and tourist areas. Use results from contact tracing to message to the community about current transmission trends and how citizens can protect themselves.
- Track antigen positive results with PCR confirmed results to determine totality of community spread in local areas.
- In areas with ongoing high levels of transmission (red and orange zones), use standard metrics to determine school learning options and capacity for bars and indoor dining. Expand outdoor dining options.
- Dramatically increase testing at universities to quickly find and quarantine on-campus cases and prevent spread in surrounding community. Use positive incentives to encourage testing among students. Implement wastewater surveillance in order to identify and respond to changes in transmission levels. Do not reassign cases that test positive in university settings to hometown as this lessens ability to track and control local spread.
- Major universities are transparently tracking COVID cases, such as the University of Arizona (<https://covid19.arizona.edu/dashboard>). Ensure this is happening at universities in Missouri.
- Ensure the protection of those in nursing homes, assisted living, and long-term care facilities (LTCFs) by ensuring access to rapid facility-wide testing in response to a resident or staff member with COVID-19; isolate all positive staff and residents. Ensure social distancing and universal facemask use. Immediately conduct infection control surveys in all nursing homes with initial cases or 3 or more cases in the last week. Antigen testing supplies will continue to be provided by the federal government over the next 4-6 weeks to support LTCF testing.
- Specific, detailed guidance on community mitigation measures can be found on the [CDC website](#).

*The purpose of this report is to develop a shared understanding of the current status of the pandemic at the national, regional, state and local levels. We recognize that data at the state level may differ from that available at the federal level. Our objective is to use consistent data sources and methods that allow for comparisons to be made across localities. We appreciate your continued support in identifying data discrepancies and improving data completeness and sharing across systems. We look forward to your feedback.*



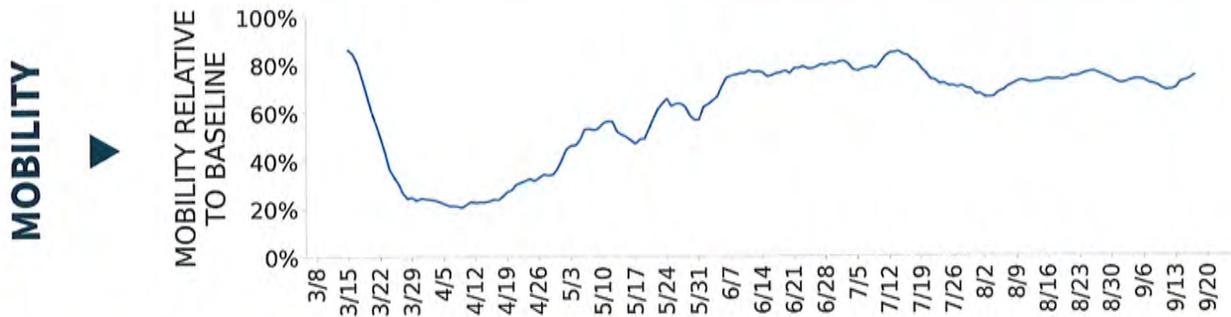
COVID-19



# MISSOURI

STATE REPORT | 09.20.2020

	STATE, LAST WEEK	STATE, % CHANGE FROM PREVIOUS WEEK	FEMA/HHS REGION, LAST WEEK	UNITED STATES, LAST WEEK
<b>NEW COVID-19 CASES (RATE PER 100,000)</b>	10,962 (179)	+23%	22,785 (161)	283,590 (86)
<b>VIRAL (RT-PCR) LAB TEST POSITIVITY RATE</b>	8.0%	-1.6%*	8.1%	4.4%
<b>TOTAL VIRAL (RT-PCR) LAB TESTS (TESTS PER 100,000)</b>	89,250** (1,454)	+80%**	218,207** (1,543)	5,881,734** (1,792)
<b>COVID-19 DEATHS (RATE PER 100,000)</b>	79 (1.3)	-44%	222 (1.6)	5,580 (1.7)
<b>SNFs WITH ≥1 NEW RESIDENT COVID-19 CASE (≥1 NEW STAFF CASE)</b>	15% (28%)	+3%* (+5%*)	10% (25%)	9% (19%)
<b>SNFs WITH ≥1 NEW RESIDENT COVID-19 DEATH</b>	5%	+0%*	3%	4%



\* Indicates absolute change in percentage points.

\*\* Due to delayed reporting, this figure may underestimate total diagnostic tests and week-on-week changes in diagnostic tests.

**DATA SOURCES** - Additional data details available under METHODS

**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**Cases and Deaths:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/18/2020; last week is 9/12 - 9/18, previous week is 9/5 - 9/11.

**Testing:** CELR (COVID-19 Electronic Lab Reporting) state health department-reported data through 9/16/2020. Last week is 9/10 - 9/16, previous week is 9/3 - 9/9.

**Mobility:** Descartes Labs. This data depicts the median distance moved across a collection of mobile devices to estimate the level of human mobility within a county. The 100% represents the baseline mobility level prior to the pandemic; lower percent mobility indicates less population movement. Data is anonymized and provided at the county level. Data through 9/18/2020.

**SNFs:** Skilled nursing facilities. National Healthcare Safety Network. Data are reported separately for cases among residents and staff. Last week is 9/7-9/13, previous week is 8/31-9/6.



# MISSOURI

STATE REPORT | 09.20.2020

## COVID-19 COUNTY AND METRO ALERTS\*

Top 12 shown in table (full lists below)

	METRO AREA (CBSA) LAST WEEK	COUNTY LAST WEEK
<b>LOCALITIES IN RED ZONE</b>	<p><b>14</b></p> <p>Springfield Joplin Jefferson City Cape Girardeau St. Joseph Warrensburg West Plains Kennett Poplar Bluff Sikeston Branson Rolla</p>	<p><b>52</b></p> <p>Greene Jefferson Jasper Christian Cole Franklin Buchanan Johnson Livingston Webster Camden Callaway</p>
<b>LOCALITIES IN ORANGE ZONE</b>	<p><b>3</b></p> <p>Kansas City Lebanon Marshall</p>	<p><b>16</b></p> <p>St. Charles Cape Girardeau Clay Laclede Marion Platte Saline Washington Gasconade Clinton Howard Ripley</p>
<b>LOCALITIES IN YELLOW ZONE</b>	<p><b>7</b></p> <p>St. Louis Columbia Farmington Hannibal Sedalia Mexico Fort Madison-Keokuk</p>	<p><b>17</b></p> <p>St. Louis Jackson Boone St. Francois St. Louis City Cass Pettis Polk Lincoln Cooper Audrain Morgan</p>

**All Red CBSAs:** Springfield, Joplin, Jefferson City, Cape Girardeau, St. Joseph, Warrensburg, West Plains, Kennett, Poplar Bluff, Sikeston, Branson, Rolla, Fort Leonard Wood, Moberly

**All Red Counties:** Greene, Jefferson, Jasper, Christian, Cole, Franklin, Buchanan, Johnson, Livingston, Webster, Camden, Callaway, Howell, Newton, Dunklin, Scott, Taney, Perry, Phelps, Miller, Bollinger, Texas, Butler, Crawford, Pulaski, Lawrence, Lafayette, Stoddard, Pemiscot, New Madrid, Wright, Grundy, Stone, Warren, Randolph, Moniteau, Wayne, Ozark, Andrew, Dent, Benton, Barton, Mississippi, Daviess, Douglas, DeKalb, Osage, Oregon, Carter, Caldwell, Maries, Shannon

**All Orange Counties:** St. Charles, Cape Girardeau, Clay, Laclede, Marion, Platte, Saline, Washington, Gasconade, Clinton, Howard, Ripley, Cedar, Hickory, Montgomery, Linn

**All Yellow Counties:** St. Louis, Jackson, Boone, St. Francois, St. Louis City, Cass, Pettis, Polk, Lincoln, Cooper, Audrain, Morgan, Pike, Ste. Genevieve, Vernon, McDonald, Carroll

\* Localities with fewer than 10 cases last week have been excluded from these alerts.

**Note:** Lists of red, orange, and yellow localities are sorted by the number of new cases in the last 3 weeks, from highest to lowest. Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**DATA SOURCES** - Additional data details available under METHODS

**Cases and Deaths:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/18/2020; last week is 9/12 - 9/18, three weeks is 8/29 - 9/18.

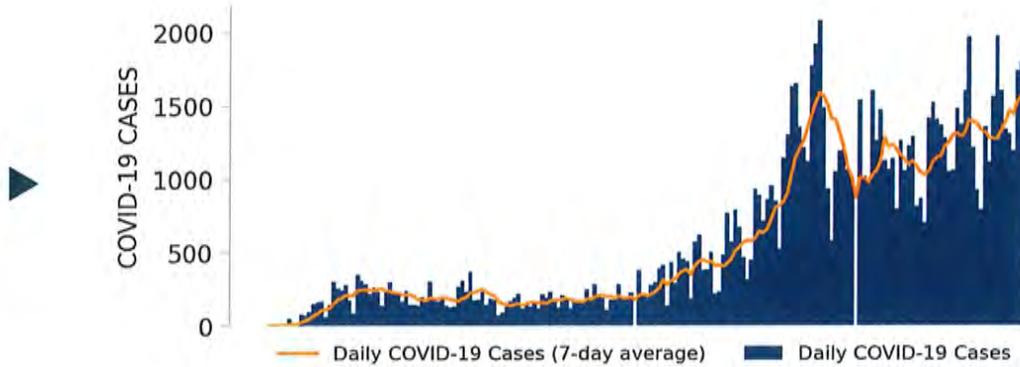
**Testing:** HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) through 9/16/2020. Last week is 9/10 - 9/16.



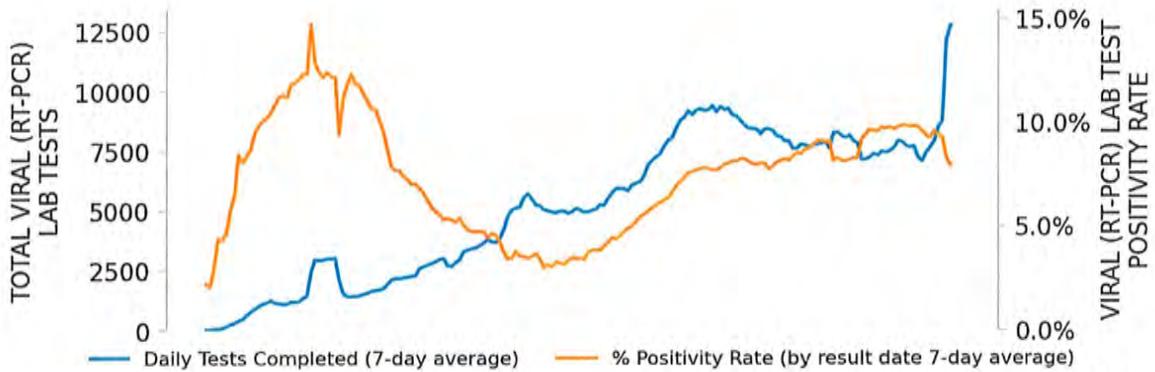
# MISSOURI

STATE REPORT | 09.20.2020

## NEW CASES

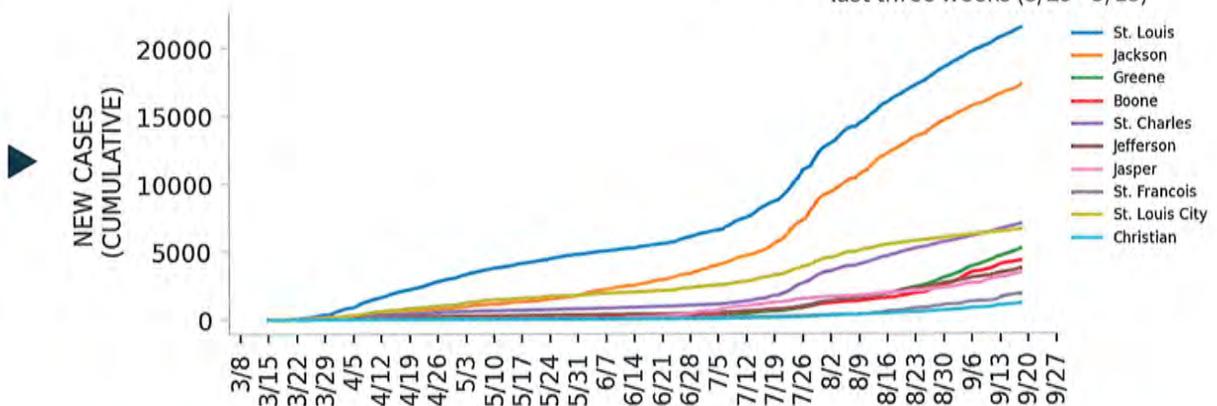


## TESTING



Top counties based on greatest number of new cases in last three weeks (8/29 - 9/18)

## TOP COUNTIES



### DATA SOURCES – Additional data details available under METHODS

**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**Cases:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/18/2020.

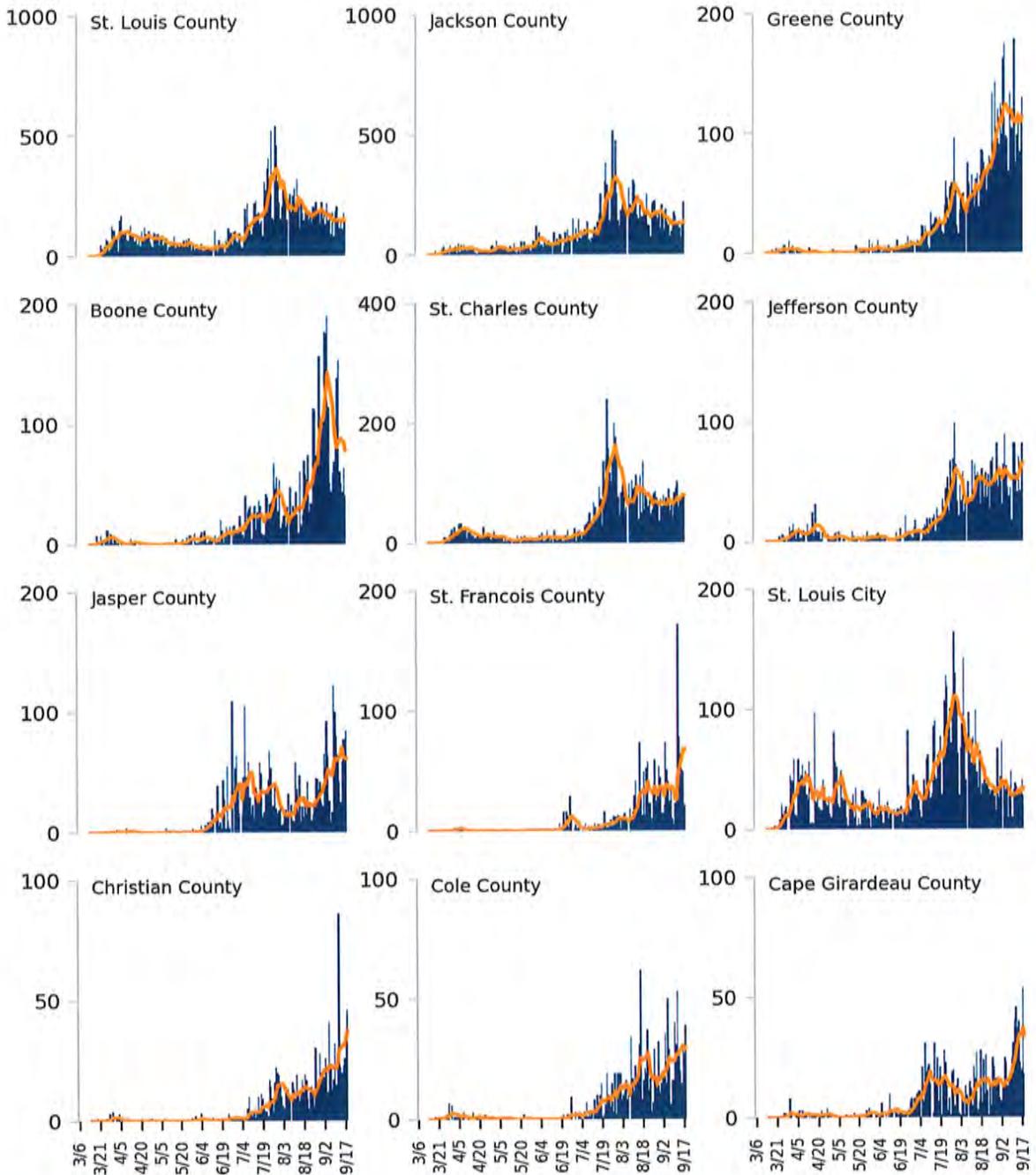
**Testing:** HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) through 9/16/2020.



# Top 12 counties based on number of new cases in the last 3 weeks

— Daily COVID-19 Cases (7-day average)    ■ Daily COVID-19 Cases

TOTAL DAILY CASES



**DATA SOURCES** – Additional data details available under METHODS

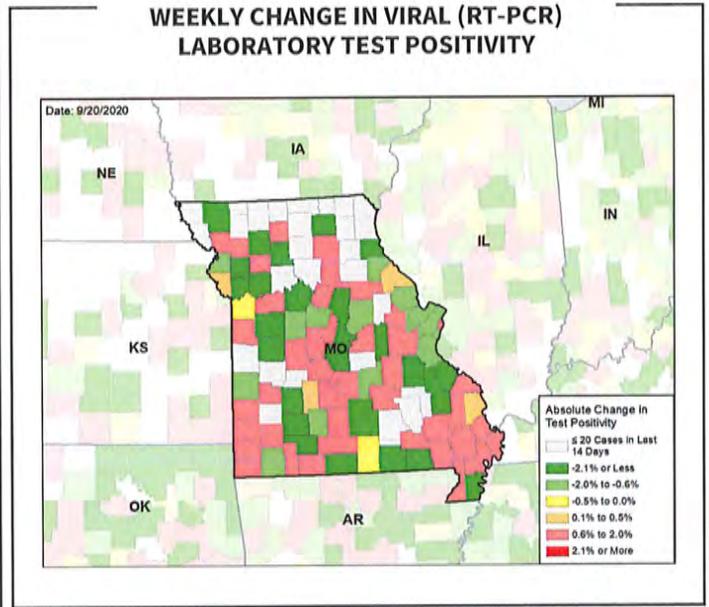
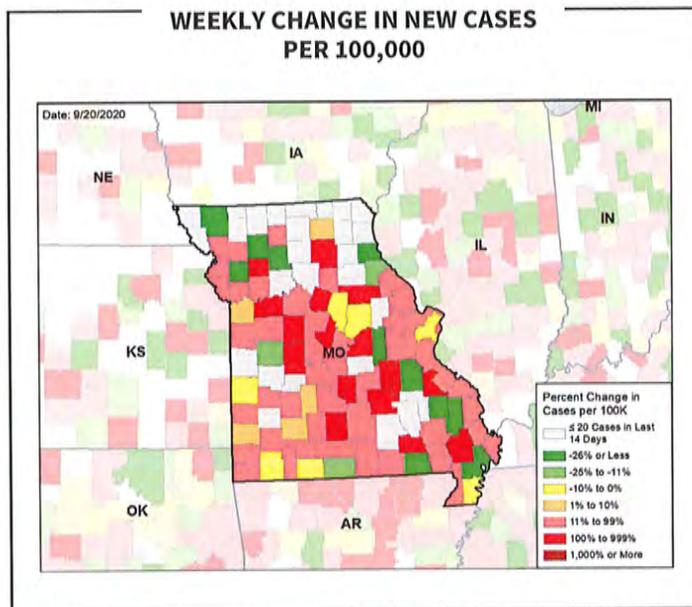
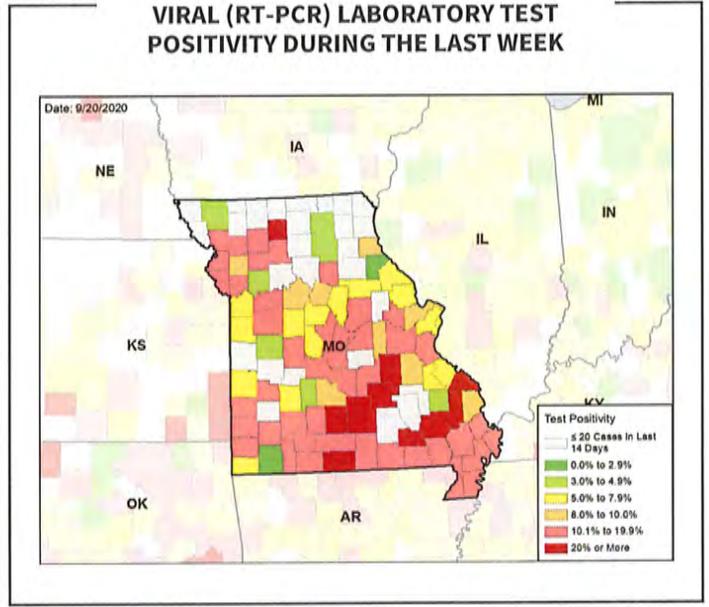
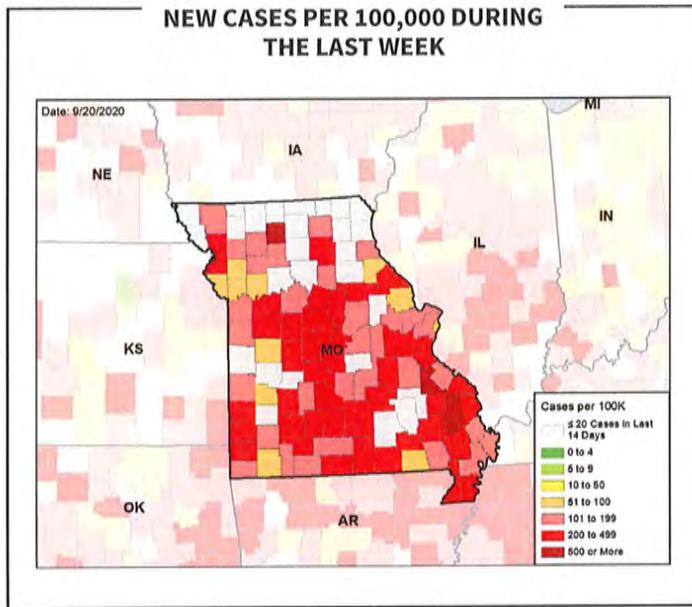
**Cases:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/18/2020. Last 3 weeks is 8/29 - 9/18.



# MISSOURI

STATE REPORT | 09.20.2020

## CASE RATES AND VIRAL LAB TEST POSITIVITY DURING THE LAST WEEK



#### DATA SOURCES – Additional data details available under METHODS

**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

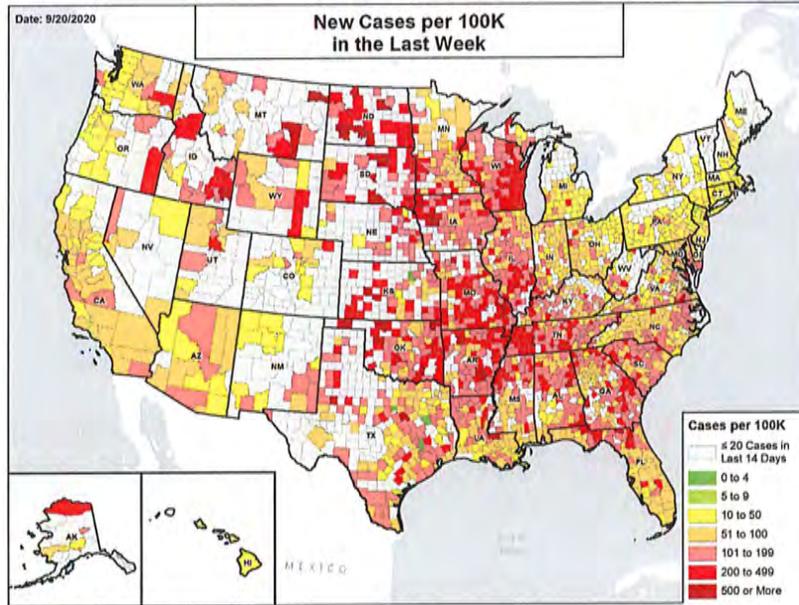
**Cases:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/18/2020. Last week is 9/12 - 9/18, previous week is 9/5 - 9/11.

**Testing:** HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) through 9/16/2020. Last week is 9/10 - 9/16, previous week is 9/3 - 9/9.

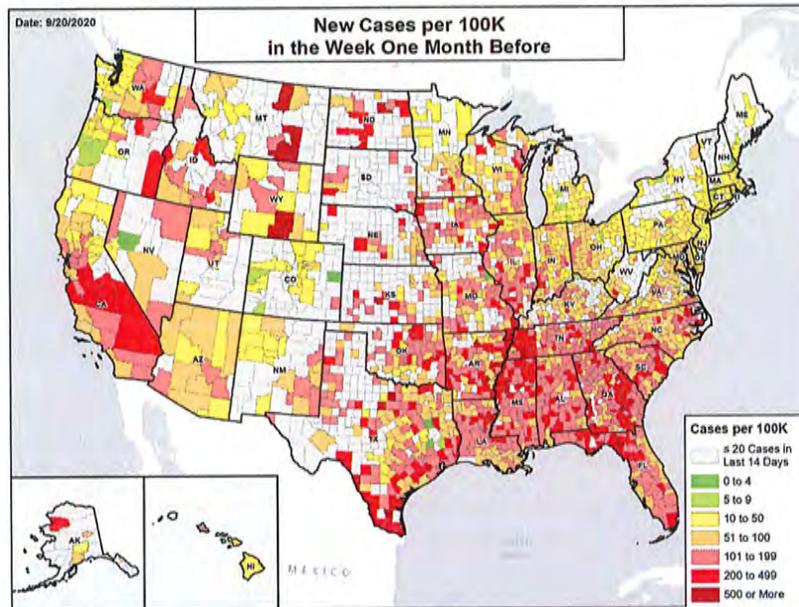


# National Picture

## NEW CASES PER 100,000 LAST WEEK



## NEW CASES PER 100,000 IN THE WEEK ONE MONTH BEFORE



### DATA SOURCES

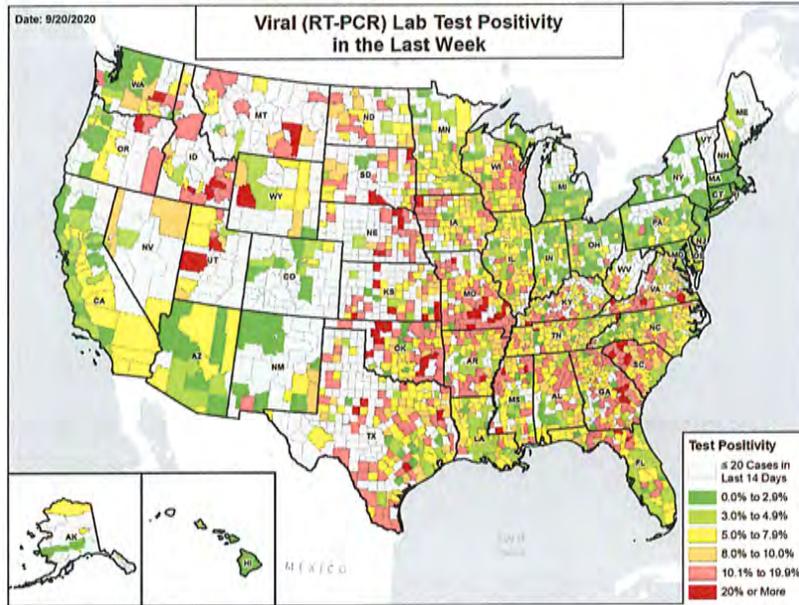
**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**Cases:** County-level data from USAFacts through 9/18/2020. Last week is 9/12 - 9/18; the week one month before is 8/15 - 8/21.

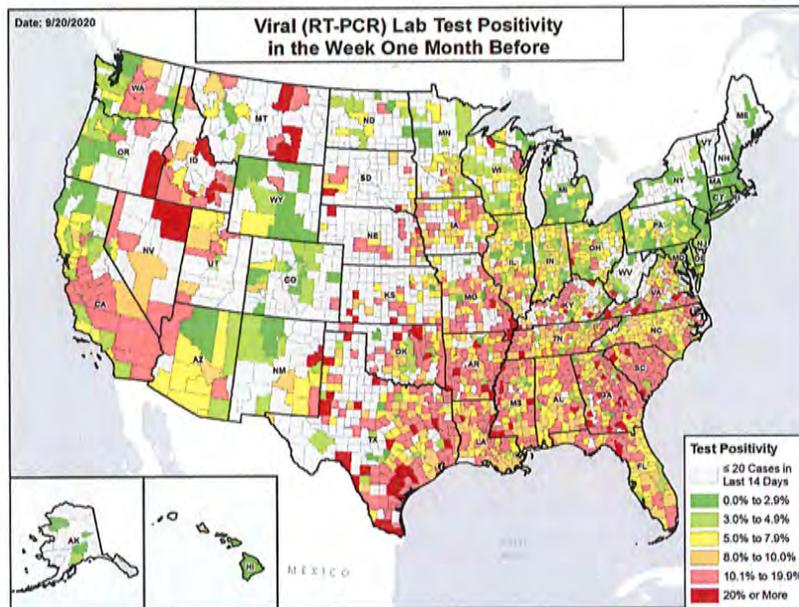


# National Picture

## VIRAL (RT-PCR) LAB TEST POSITIVITY LAST WEEK



## VIRAL (RT-PCR) LAB TEST POSITIVITY IN THE WEEK ONE MONTH BEFORE



### DATA SOURCES

**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**Testing:** Combination of CELR (COVID-19 Electronic Lab Reporting) state health department-reported data and HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) through 9/16/2020. Last week is 9/10 - 9/16; the week one month before is 8/13 - 8/19.



# METHODS

STATE REPORT | 09.20.2020

**COLOR THRESHOLDS:** Results for each indicator should be taken in context of the findings for related indicators (e.g., changes in case incidence and testing volume). Values are rounded before color classification.

Metric	Dark Green	Light Green	Yellow	Orange	Red
New cases per 100,000 population per week	≤4	5 – 9	10 – 50	51 – 100	≥101
Percent change in new cases per 100,000 population	≤-26%	-25% – -11%	-10% – 0%	1% – 10%	≥11%
Diagnostic test result positivity rate	≤2.9%	3.0% – 4.9%	5.0% – 7.9%	8.0% – 10.0%	≥10.1%
Change in test positivity	≤-2.1%	-2.0% – -0.6%	-0.5% – 0.0%	0.1% – 0.5%	≥0.6%
Total diagnostic tests resulted per 100,000 population per week	≥2001	1001 – 2000	750 – 1000	500 – 749	≤499
Percent change in tests per 100,000 population	≥26%	11% – 25%	1% – 10%	-10% – 0%	≤-11%
COVID-19 deaths per 100,000 population per week	≤0.1	0.2 – 0.4	0.5 – 1.0	1.1 – 2.0	≥2.1
Percent change in deaths per 100,000 population	≤-26%	-25% – -11%	-10% – 0%	1% – 10%	≥11%
Skilled Nursing Facilities with at least one resident COVID-19 case, death	0%		1% – 5%		≥6%
Change in SNFs with at least one resident COVID-19 case, death	≤-2%		-1% – 1%		≥2%

## DATA NOTES

- Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes. It is critical that states provide as up-to-date data as possible.
- **Cases and deaths:** County-level data from USAFacts as of 16:14 EDT on 09/20/2020. State values are calculated by aggregating county-level data from USAFacts; therefore, values may not match those reported directly by the state. Data are reviewed on a daily basis against internal and verified external sources and, if needed, adjusted. Last week data are from 9/12 to 9/18; previous week data are from 9/5 to 9/11; the week one month before data are from 8/15 to 8/21.
- **Testing:** The data presented represent viral COVID-19 laboratory diagnostic and screening test (reverse transcription polymerase chain reaction, RT-PCR) results—not individual people—and exclude antibody and antigen tests, unless stated otherwise. CELR (COVID-19 Electronic Lab Reporting) state health department-reported data are used to describe county-level viral COVID-19 laboratory test (RT-PCR) result totals when information is available on patients' county of residence or healthcare providers' practice location. HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) are used otherwise. Some states did not report on certain days, which may affect the total number of tests resulted and positivity rate values. Because the data are deidentified, total viral (RT-PCR) laboratory tests are the number of tests performed, not the number of individuals tested. Viral (RT-PCR) laboratory test positivity rate is the number of positive tests divided by the number of tests performed and resulted. Resulted tests are assigned to a timeframe based on this hierarchy of test-related dates: 1. test date; 2. result date; 3. specimen received date; 4. specimen collection date. Resulted tests are assigned to a county based on a hierarchy of test-related locations: 1. patient residency; 2. provider facility location; 3. ordering facility location; 4. performing organization location. States may calculate test positivity other using other methods. Last week data are from 9/10 to 9/16; previous week data are from 9/3 to 9/9; the week one month before data are from 8/13 to 8/19. HHS Protect data is recent as of 11:37 EDT on 09/20/2020. Testing data are inclusive of everything received and processed by the CELR system as of 19:00 EDT on 09/19/2020.
- **Mobility:** Descartes Labs. These data depict the median distance moved across a collection of mobile devices to estimate the level of human mobility within a locality. The 100% represents the baseline mobility level prior to the pandemic; lower percent mobility indicates less population movement. Data is anonymized and provided at the locality level. Data is recent as of 13:00 EDT on 09/20/2020 and is through 9/18/2020.
- **Hospitalizations:** Unified hospitalization dataset in HHS Protect. This figure may differ from state data due to differences in hospital lists and reporting between federal and state systems. These data exclude psychiatric, rehabilitation, and religious non-medical hospitals. In addition, hospitals explicitly identified by states/regions as those from which we should not expect reports were excluded from the percent reporting figure. The data presented represents raw data provided; we are working diligently with state liaisons to improve reporting consistency. Data is recent as of 17:01 EDT on 09/20/2020.
- **Skilled Nursing Facilities:** National Healthcare Safety Network (NHSN). Data report resident and staff cases independently. Quality checks are performed on data submitted to the NHSN. Data that fail these quality checks or appear inconsistent with surveillance protocols may be excluded from analyses. Data presented in this report are more recent than data publicly posted by CMS. Last week is 9/7-9/13, previous week is 8/31-9/6.
- **County and Metro Area Color Categorizations**
  - **Red Zone:** Those core-based statistical areas (CBSAs) and counties that during the last week reported both new cases at or above 101 per 100,000 population, and a lab test positivity result at or above 10.1%.
  - **Orange Zone:** Those CBSAs and counties that during the last week reported both new cases between 51–100 per 100,000 population, and a lab test positivity result between 8.0–10.0%, or one of those two conditions and one condition qualifying as being in the "Red Zone."
  - **Yellow Zone:** Those CBSAs and counties that during the last week reported both new cases between 10–50 per 100,000 population, and a lab test positivity result between 5.0–7.9%, or one of those two conditions and one condition qualifying as being in the "Orange Zone" or "Red Zone."



## MISSOURI

### SUMMARY

- Missouri is in the red zone for cases, indicating 101 or more new cases per 100,000 population last week, with the 8th highest rate in the country. Missouri is in the orange zone for test positivity, indicating a rate between 8.0% and 10.0%, with the 8th highest rate in the country.
- Missouri has seen stability in new cases and an increase in test positivity over the last week.
- The following three counties had the highest number of new cases over the last 3 weeks: 1. Jackson County, 2. St. Louis County, and 3. Greene County. These counties represent 27.8% of new cases in Missouri.
- 71% of all counties in Missouri have moderate or high levels of community transmission (yellow, orange, or red zones), with 42% having high levels of community transmission (red zone).
- During the week of Sep 14 - Sep 20, 18% of nursing homes had at least one new resident COVID-19 case, 35% had at least one new staff COVID-19 case, and 5% had at least one new resident COVID-19 death.
- Missouri had 166 new cases per 100,000 population in the last week, compared to a national average of 93 per 100,000.
- Current staff deployed from the federal government as assets to support the state response are: 68 to support operations activities from FEMA; 7 to support operations activities from ASPR; 2 to support epidemiology activities from CDC; 1 to support operations activities from CDC; 25 to support medical activities from VA; and 1 to support operations activities from VA.
- Between Sep 19 - Sep 25, on average, 114 patients with confirmed COVID-19 and 206 patients with suspected COVID-19 were reported as newly admitted each day to hospitals in Missouri. An average of greater than 95% of hospitals reported either new confirmed or new suspected COVID patients each day during this period.

### RECOMMENDATIONS

- Rapidly scale up testing to identify individuals with COVID-19 with support for isolation to reduce community transmission. Target testing in areas with persistent high levels of transmission and rapidly increasing incidence from east to northwestern parts of the state.
- Develop age-segmented and geographic relevant messaging to keep Missourians compliant with mitigation efforts, including wearing face masks.
- On the Missouri COVID-19 public dashboard, provide county trends in test positivity and case rates with numerators and denominators so the community can follow local transmission status and adhere to mitigation efforts to decrease spread.
- Decrease introduction of COVID-19 in correctional facilities through on-site inspection of infection control practices in congregate settings.
- Decrease introduction of COVID-19 in nursing homes through on-site inspection of infection control practices at skilled nursing facilities. COVID-19 continues to be introduced in nursing homes through community transmission.
- Abbott BinaxNOW supplies will be distributed in the coming weeks; develop a plan for weekly surveillance in critical populations to monitor the degree of community spread among K-12 teachers; staff working at nursing homes, assisted living, senior living facilities, and other congregate living settings including correctional facilities; and first responders. Tribal Colleges will be receiving testing supplies this week.
- In university settings, use wastewater surveillance on and off campus to identify areas with high viral load for targeted testing. Establish routine testing of student body to find cases early, prevent spread, and keep students on campus. Provide these data to students, faculty, parents, and community on public dashboard.
- Test positivity and case rates have been sustained at the highest levels during the past four weeks, putting Nebraska in a vulnerable position going into the fall and winter. Transmission is statewide and new hospital admissions are increasing. Institute mask requirements in counties with ongoing transmission; reduce capacity for indoor dining and bars while expanding outdoor dining options. Use metrics like West Virginia to determine school learning and extracurricular activity options.
- Specific, detailed guidance on community mitigation measures can be found on the [CDC website](#).

*The purpose of this report is to develop a shared understanding of the current status of the pandemic at the national, regional, state and local levels. We recognize that data at the state level may differ from that available at the federal level. Our objective is to use consistent data sources and methods that allow for comparisons to be made across localities. We appreciate your continued support in identifying data discrepancies and improving data completeness and sharing across systems. We look forward to your feedback.*

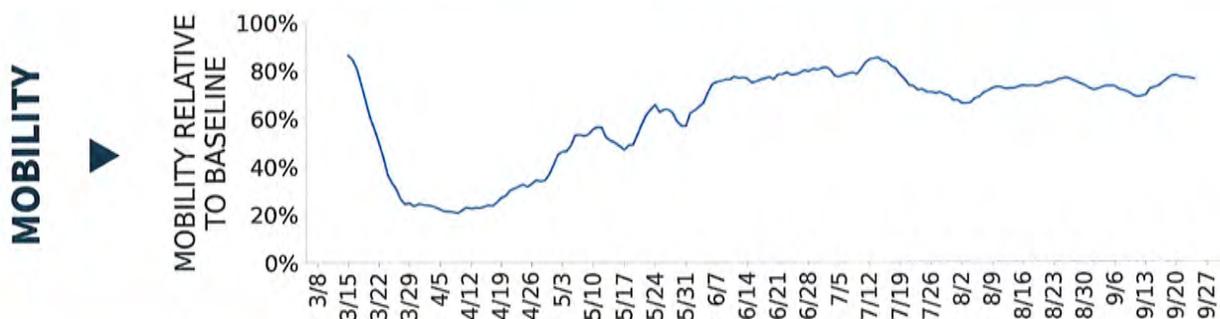
**COVID-19**



# MISSOURI

STATE REPORT | 09.27.2020

	STATE, LAST WEEK	STATE, % CHANGE FROM PREVIOUS WEEK	FEMA/HHS REGION, LAST WEEK	UNITED STATES, LAST WEEK
<b>NEW COVID-19 CASES (RATE PER 100,000)</b>	10,178 (166)	-7%	23,969 (170)	305,449 (93)
<b>VIRAL (RT-PCR) LAB TEST POSITIVITY RATE</b>	9.2%	+1.2%*	8.7%	4.3%
<b>TOTAL VIRAL (RT-PCR) LAB TESTS (TESTS PER 100,000)</b>	69,675** (1,135)	-24%**	236,699** (1,674)	6,381,570** (1,944)
<b>COVID-19 DEATHS (RATE PER 100,000)</b>	214 (3.5)	+171%	315 (2.2)	5,143 (1.6)
<b>SNFs WITH ≥1 NEW RESIDENT COVID-19 CASE (≥1 NEW STAFF CASE)</b>	18% (35%)	+2%* (+5%*)	11% (29%)	9% (20%)
<b>SNFs WITH ≥1 NEW RESIDENT COVID-19 DEATH</b>	5%	+0%*	3%	4%



\* Indicates absolute change in percentage points.

\*\* Due to delayed reporting, this figure may underestimate total diagnostic tests and week-on-week changes in diagnostic tests.

**DATA SOURCES** – Additional data details available under METHODS

**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**Cases and Deaths:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/25/2020; last week is 9/19 - 9/25, previous week is 9/12 - 9/18.

**Testing:** CELR (COVID-19 Electronic Lab Reporting) state health department-reported data through 9/23/2020. Last week is 9/17 - 9/23, previous week is 9/10 - 9/16.

**Mobility:** Descartes Labs. This data depicts the median distance moved across a collection of mobile devices to estimate the level of human mobility within a county. The 100% represents the baseline mobility level prior to the pandemic; lower percent mobility indicates less population movement. Data is anonymized and provided at the county level. Data through 9/24/2020.

**SNFs:** Skilled nursing facilities. National Healthcare Safety Network. Data are reported separately for cases among residents and staff. Last week is 9/14-9/20, previous week is 9/7-9/13.



# MISSOURI

STATE REPORT | 09.27.2020

## COVID-19 COUNTY AND METRO ALERTS\*

Top 12 shown in table (full lists below)

	METRO AREA (CBSA) LAST WEEK	COUNTY LAST WEEK
<b>LOCALITIES IN RED ZONE</b>	<b>12</b> Springfield Joplin Jefferson City St. Joseph Warrensburg West Plains Poplar Bluff Lebanon Sedalia Branson Fort Leonard Wood Marshall	<b>48</b> Greene Jefferson Jasper Christian Cole Franklin Buchanan Johnson Camden Webster Newton Howell
<b>LOCALITIES IN ORANGE ZONE</b>	<b>6</b> Kansas City Cape Girardeau Kennett Sikeston Mexico Moberly	<b>15</b> Jackson St. Charles Cape Girardeau Dunklin Polk Scott Platte Crawford Audrain Randolph McDonald Oregon
<b>LOCALITIES IN YELLOW ZONE</b>	<b>7</b> St. Louis Columbia Farmington Rolla Kirksville Quincy Fort Madison-Keokuk	<b>19</b> St. Louis Boone St. Francois St. Louis City Cass Clay Callaway Phelps Morgan Warren Barry Adair

**All Red Counties:** Greene, Jefferson, Jasper, Christian, Cole, Franklin, Buchanan, Johnson, Camden, Webster, Newton, Howell, Laclede, Pettis, Taney, Butler, Lafayette, Pulaski, Lawrence, Wright, Miller, Bollinger, Perry, Texas, Stoddard, Cooper, Pemiscot, Benton, Stone, Saline, Washington, Livingston, Wayne, Moniteau, Grundy, Andrew, Dent, Ozark, Daviess, Douglas, Barton, Ripley, Carter, Cedar, Caldwell, St. Clair, Shannon, Dade

**All Orange Counties:** Jackson, St. Charles, Cape Girardeau, Dunklin, Polk, Scott, Platte, Crawford, Audrain, Randolph, McDonald, Oregon, DeKalb, Howard, Lewis

**All Yellow Counties:** St. Louis, Boone, St. Francois, St. Louis City, Cass, Clay, Callaway, Phelps, Morgan, Warren, Barry, Adair, Clinton, Vernon, Ste. Genevieve, Henry, Mississippi, Bates, Maries

\* Localities with fewer than 10 cases last week have been excluded from these alerts.

**Note:** Lists of red, orange, and yellow localities are sorted by the number of new cases in the last 3 weeks, from highest to lowest. Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**DATA SOURCES** - Additional data details available under METHODS

**Cases and Deaths:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/25/2020; last week is 9/19 - 9/25, three weeks is 9/5 - 9/25.

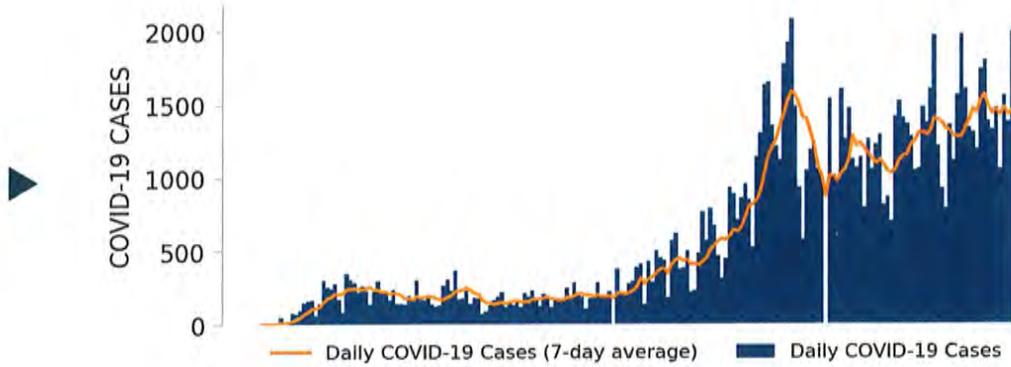
**Testing:** HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) through 9/23/2020. Last week is 9/17 - 9/23.



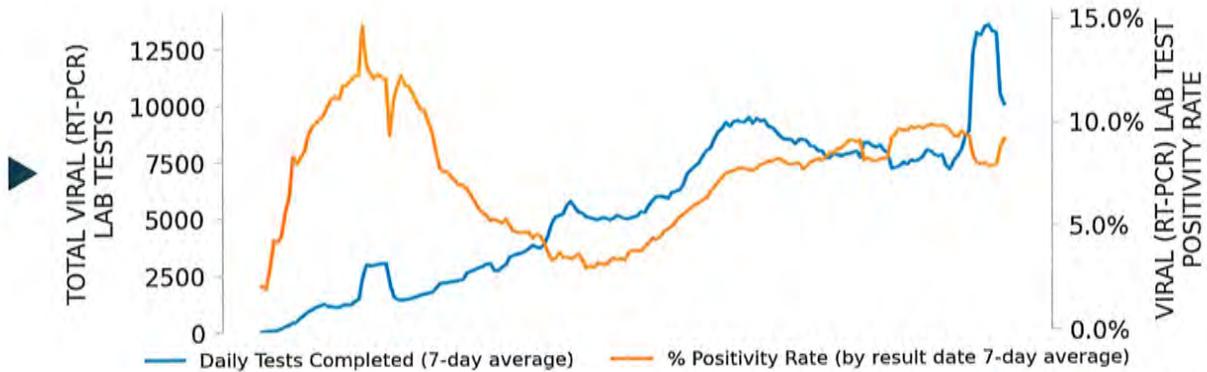
# MISSOURI

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## NEW CASES

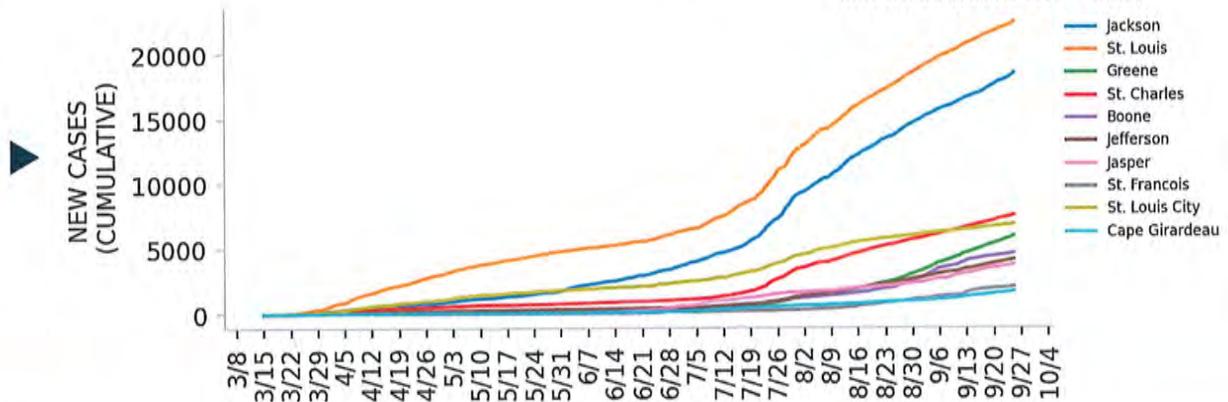


## TESTING



Top counties based on greatest number of new cases in last three weeks (9/5 - 9/25)

## TOP COUNTIES



### DATA SOURCES – Additional data details available under METHODS

**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**Cases:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/25/2020.

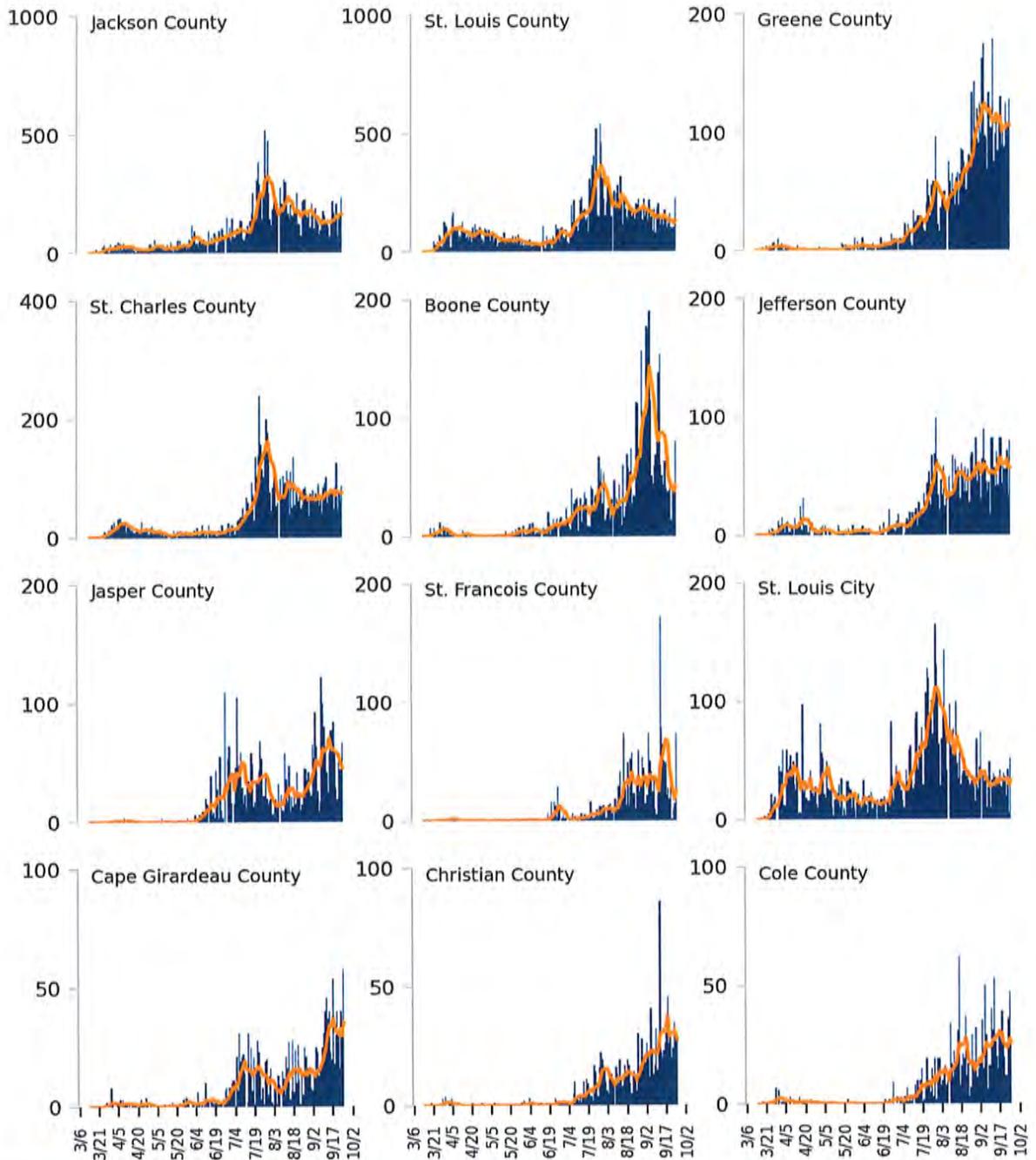
**Testing:** HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) through 9/23/2020.



# Top 12 counties based on number of new cases in the last 3 weeks

— Daily COVID-19 Cases (7-day average)    ■ Daily COVID-19 Cases

TOTAL DAILY CASES



**DATA SOURCES** – Additional data details available under METHODS

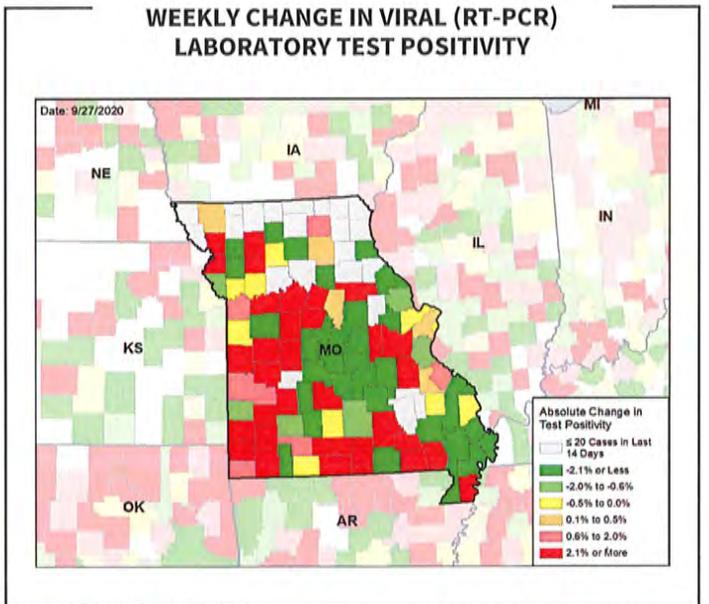
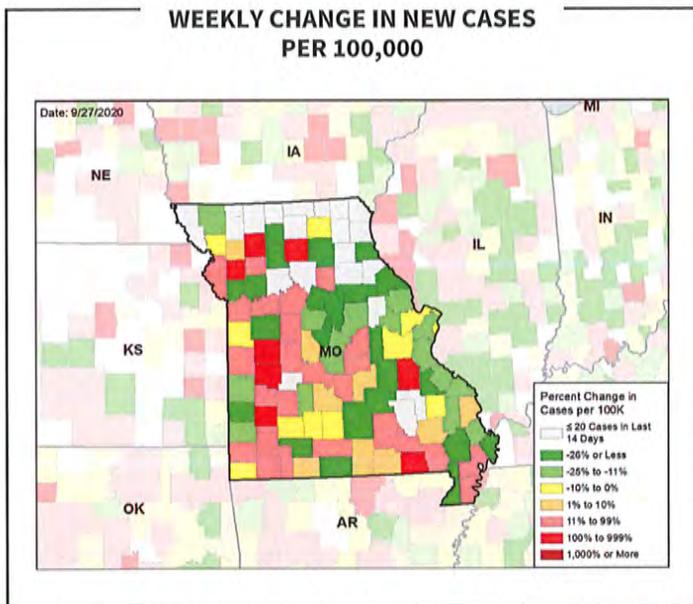
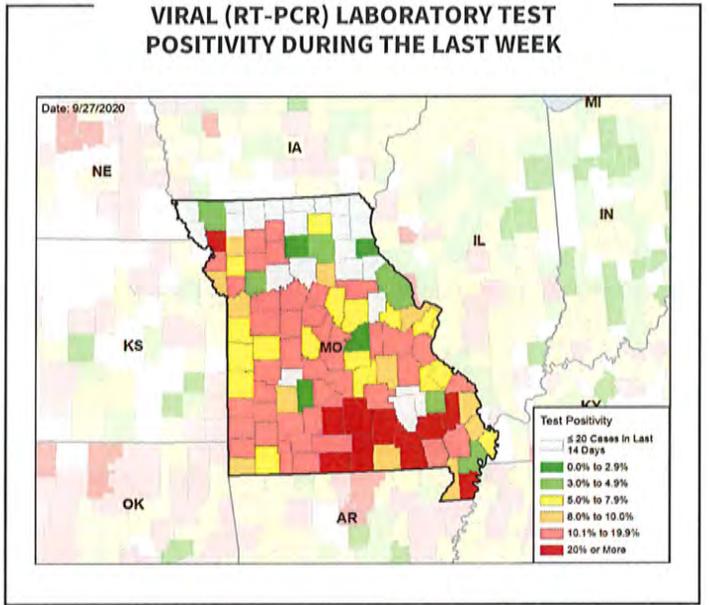
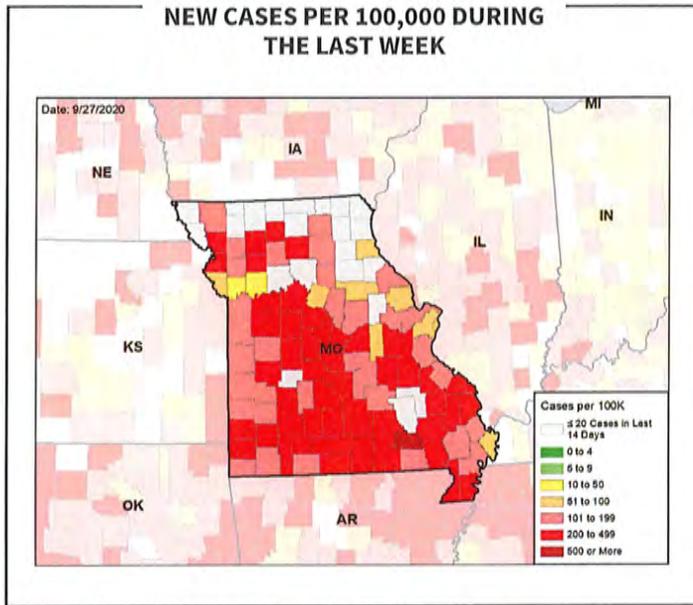
**Cases:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/25/2020. Last 3 weeks is 9/5 - 9/25.



# MISSOURI

STATE REPORT | 09.27.2020

## CASE RATES AND VIRAL LAB TEST POSITIVITY DURING THE LAST WEEK



**DATA SOURCES** – Additional data details available under METHODS

**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

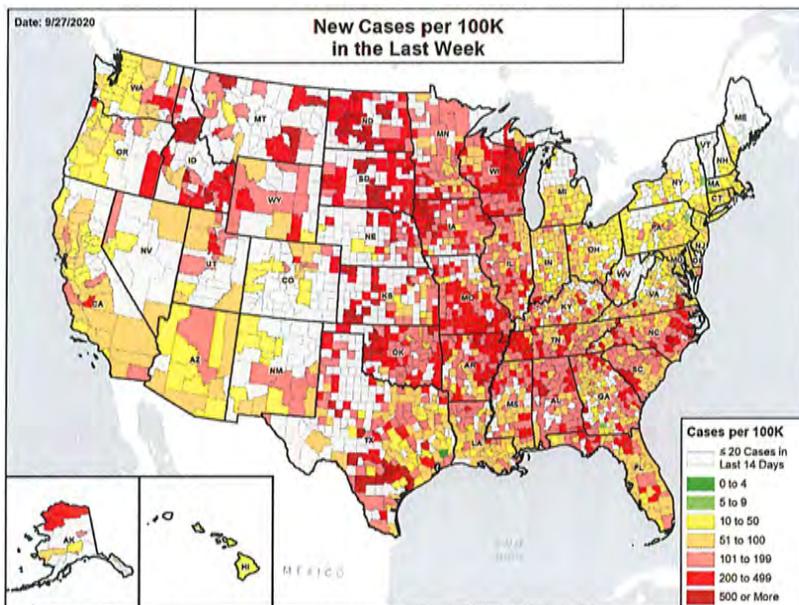
**Cases:** State values are calculated by aggregating county-level data from USAFacts; therefore, the values may not match those reported directly by the state. Data is through 9/25/2020. Last week is 9/19 - 9/25, previous week is 9/12 - 9/18.

**Testing:** HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) through 9/23/2020. Last week is 9/17 - 9/23, previous week is 9/10 - 9/16.

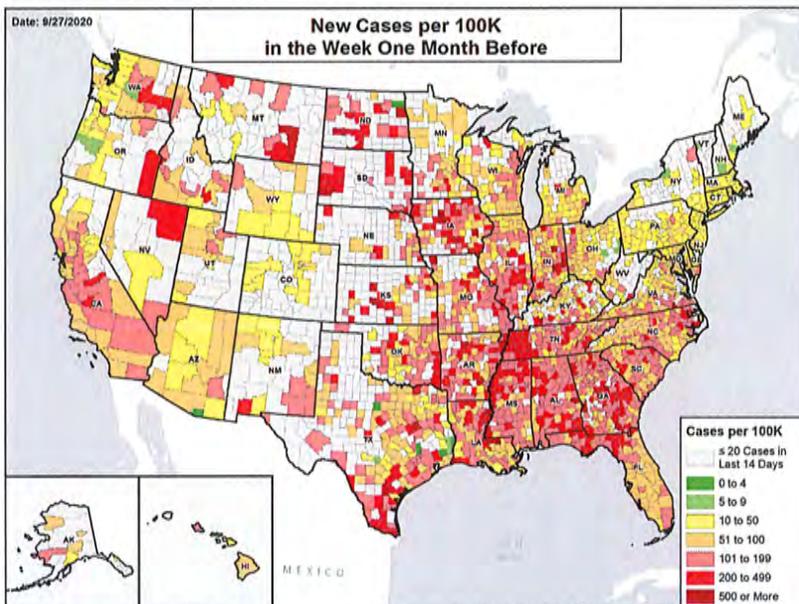


# National Picture

## NEW CASES PER 100,000 LAST WEEK



## NEW CASES PER 100,000 IN THE WEEK ONE MONTH BEFORE



### DATA SOURCES

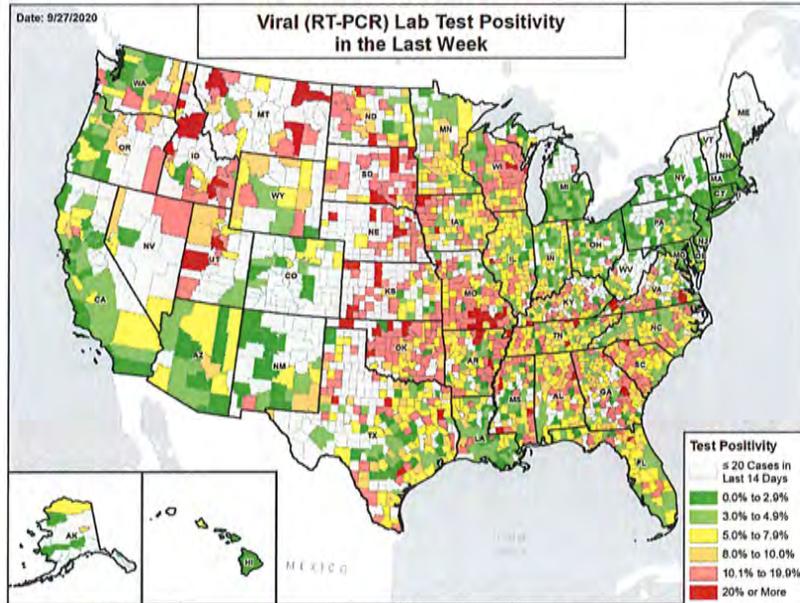
**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**Cases:** County-level data from USAFacts through 9/25/2020. Last week is 9/19 - 9/25; the week one month before is 8/22 - 8/28.

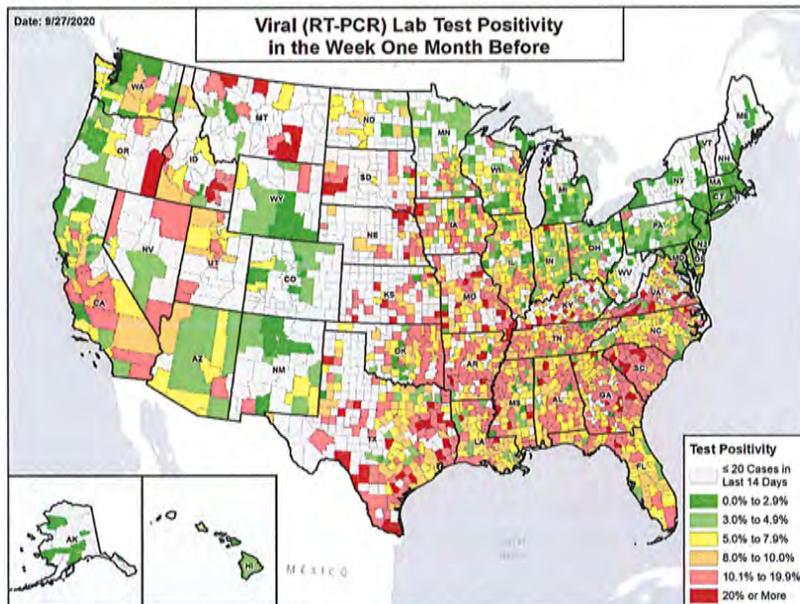


# National Picture

## VIRAL (RT-PCR) LAB TEST POSITIVITY LAST WEEK



## VIRAL (RT-PCR) LAB TEST POSITIVITY IN THE WEEK ONE MONTH BEFORE



### DATA SOURCES

**Note:** Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes.

**Testing:** Combination of CELR (COVID-19 Electronic Lab Reporting) state health department-reported data and HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) through 9/23/2020. Last week is 9/17 - 9/23; the week one month before is 8/20 - 8/26.



# METHODS

STATE REPORT | 09.27.2020

**COLOR THRESHOLDS:** Results for each indicator should be taken in context of the findings for related indicators (e.g., changes in case incidence and testing volume). Values are rounded before color classification.

Metric	Dark Green	Light Green	Yellow	Orange	Red
New cases per 100,000 population per week	≤4	5 – 9	10 – 50	51 – 100	≥101
Percent change in new cases per 100,000 population	≤-26%	-25% – -11%	-10% – 0%	1% – 10%	≥11%
Diagnostic test result positivity rate	≤2.9%	3.0% – 4.9%	5.0% – 7.9%	8.0% – 10.0%	≥10.1%
Change in test positivity	≤-2.1%	-2.0% – -0.6%	-0.5% – 0.0%	0.1% – 0.5%	≥0.6%
Total diagnostic tests resulted per 100,000 population per week	≥2001	1001 – 2000	750 – 1000	500 – 749	≤499
Percent change in tests per 100,000 population	≥26%	11% – 25%	1% – 10%	-10% – 0%	≤-11%
COVID-19 deaths per 100,000 population per week	≤0.1	0.2 – 0.4	0.5 – 1.0	1.1 – 2.0	≥2.1
Percent change in deaths per 100,000 population	≤-26%	-25% – -11%	-10% – 0%	1% – 10%	≥11%
Skilled Nursing Facilities with at least one resident COVID-19 case, death	0%		1% – 5%		≥6%
Change in SNFs with at least one resident COVID-19 case, death	≤-2%		-1% – 1%		≥2%

## DATA NOTES

- Some dates may have incomplete data due to delays in reporting. Data may be backfilled over time, resulting in week-to-week changes. It is critical that states provide as up-to-date data as possible.
- **Cases and deaths:** County-level data from USAFacts as of 17:12 EDT on 09/27/2020. State values are calculated by aggregating county-level data from USAFacts; therefore, values may not match those reported directly by the state. Data are reviewed on a daily basis against internal and verified external sources and, if needed, adjusted. Last week data are from 9/19 to 9/25; previous week data are from 9/12 to 9/18; the week one month before data are from 8/22 to 8/28.
- **Testing:** The data presented represent viral COVID-19 laboratory diagnostic and screening test (reverse transcription polymerase chain reaction, RT-PCR) results—not individual people—and exclude antibody and antigen tests, unless stated otherwise. CELR (COVID-19 Electronic Lab Reporting) state health department-reported data are used to describe county-level viral COVID-19 laboratory test (RT-PCR) result totals when information is available on patients' county of residence or healthcare providers' practice location. HHS Protect laboratory data (provided directly to Federal Government from public health labs, hospital labs, and commercial labs) are used otherwise. Some states did not report on certain days, which may affect the total number of tests resulted and positivity rate values. Because the data are deidentified, total viral (RT-PCR) laboratory tests are the number of tests performed, not the number of individuals tested. Viral (RT-PCR) laboratory test positivity rate is the number of positive tests divided by the number of tests performed and resulted. Resulted tests are assigned to a timeframe based on this hierarchy of test-related dates: 1. test date; 2. result date; 3. specimen received date; 4. specimen collection date. Resulted tests are assigned to a county based on a hierarchy of test-related locations: 1. patient residency; 2. provider facility location; 3. ordering facility location; 4. performing organization location. States may calculate test positivity other using other methods. Last week data are from 9/17 to 9/23; previous week data are from 9/10 to 9/16; the week one month before data are from 8/20 to 8/26. HHS Protect data is recent as of 12:34 EDT on 09/27/2020. Testing data are inclusive of everything received and processed by the CELR system as of 19:00 EDT on 09/26/2020.
- **Mobility:** Descartes Labs. These data depict the median distance moved across a collection of mobile devices to estimate the level of human mobility within a locality. The 100% represents the baseline mobility level prior to the pandemic; lower percent mobility indicates less population movement. Data is anonymized and provided at the locality level. Data is recent as of 13:00 EDT on 09/27/2020 and is through 9/24/2020.
- **Hospitalizations:** Unified hospitalization dataset in HHS Protect. This figure may differ from state data due to differences in hospital lists and reporting between federal and state systems. These data exclude psychiatric, rehabilitation, and religious non-medical hospitals. In addition, hospitals explicitly identified by states/regions as those from which we should not expect reports were excluded from the percent reporting figure. The data presented represents raw data provided; we are working diligently with state liaisons to improve reporting consistency. Data is recent as of 17:28 EDT on 09/27/2020.
- **Skilled Nursing Facilities:** National Healthcare Safety Network (NHSN). Data report resident and staff cases independently. Quality checks are performed on data submitted to the NHSN. Data that fail these quality checks or appear inconsistent with surveillance protocols may be excluded from analyses. Data presented in this report are more recent than data publicly posted by CMS. Last week is 9/14-9/20, previous week is 9/7-9/13.
- **County and Metro Area Color Categorizations**
  - **Red Zone:** Those core-based statistical areas (CBSAs) and counties that during the last week reported both new cases at or above 101 per 100,000 population, and a lab test positivity result at or above 10.1%.
  - **Orange Zone:** Those CBSAs and counties that during the last week reported both new cases between 51–100 per 100,000 population, and a lab test positivity result between 8.0–10.0%, or one of those two conditions and one condition qualifying as being in the “Red Zone.”
  - **Yellow Zone:** Those CBSAs and counties that during the last week reported both new cases between 10–50 per 100,000 population, and a lab test positivity result between 5.0–7.9%, or one of those two conditions and one condition qualifying as being in the “Orange Zone” or “Red Zone.”

1 **BILL NO. 5879**

**ORDINANCE NO. \_\_\_\_\_**

2  
3  
4 **AN ORDINANCE EXTENDING ORDINANCE 2020-0072 TO COMBAT THE**  
5 **COMMUNITY SPREAD OF COVID-19.**  
6

---

7  
8 **WHEREAS**, the Board of Aldermen adopt the “WHEREAS” paragraphs from Ordinance 2020-  
9 0072 and Ordinance 2020-0101 and incorporate herein; and

10  
11 **WHEREAS**, on July 28, 2020, after its passage by the Board of Aldermen and approval by the  
12 Mayor, the provisions of Ordinance 2020-0072 were made a part of the Branson Municipal Code;  
13 and

14  
15 **WHEREAS**, on July 28, 2020, Ordinance 2020-0072, included a provision that it would remain  
16 in effect until September 8, 2020, at 11:59 PM, at which time the Sections contained in the  
17 ordinance would be repealed in their entirety; and

18  
19 **WHEREAS**, On September 8, 2020 the Board of Alderman extended Ordinance 2020-0072  
20 until October 14, 2020 at 11:59 PM, at which time the Sections contained in the ordinance would  
21 be repealed in their entirety; and

22  
23 **WHEREAS**, the use of face coverings and accompanying provisions passed in Ordinance 2020-  
24 0072 have had a positive effect in slowing the spread of COVID-19 amongst the citizens of  
25 Branson; and

26  
27 **WHEREAS**, the use of face coverings continues to be a recommendation of the White House  
28 Coronavirus Task Force and the Center for Disease Control and Prevention to slow the spread of  
29 and community transmission of COVID-19; and

30  
31 **WHEREAS**, the Board of Aldermen desire to extend the Sections of Ordinance 2020-0027 to  
32 continue to combat the spread of COVID-19.

33  
34 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE**  
35 **CITY OF BRANSON, MISSOURI, THE FOLLOWING:**  
36

37 Section 1: That Ordinance 2020-0072 and the Sections contained within Ordinance 2020-0072  
38 shall not be repealed at 11:59 PM on October 14, 2020.

39  
40 Section 2: That Ordinance 2020-0072 and the Sections contained within shall remain in full  
41 force and effect from and immediately after the passage by the Board of Aldermen and approval  
42 by the Mayor of this ordinance.

43  
44  
45 Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

48 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of  
49 Branson, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

 10/8/2020

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE ANNEXATION OF THE PROPERTIES LOCATED AT 121 LENHART LANE, BRANSON, MISSOURI.

**INITIATED BY:** PLANNING & DEVELOPMENT DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- A petition for annexation has been received from Todd Chandler of Cribb Philbeck Weaver Group, Inc on behalf of Lifestyle Contractors LLC for these properties was formally presented to the Board of Aldermen on September 22, 2020.
- This is the Public Hearing concerning this request in addition to its first reading. The date set for this hearing is in accordance with the RSMo requirement of no less than 14 days and not more than 60 days after the petition was received by the Board of Aldermen.
- The properties are located southeast of the intersection of Lenhart Lane and Friendly Hills Drive, which is approximately 1,500 feet west of State Highway 265.
- One of the properties included in the request has an existing 2,705 square foot single family structure and a 986 square foot accessory garage, both built in 1999, while the other property is currently vacant. The existing structures are proposed to remain, and the vacant property is proposed to be combined with the property to the east and improved as part of the Chateau Mountain development which will include a mix of nightly rental structures.
- Staff has reviewed the file and determined the properties are contiguous with existing city limits. Staff has also determined there will be minimal impact created from the annexation of them. Additionally, as nightly rentals, new tax revenue is expected from the proposed development which these properties will be a part of.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** LU-2: Annexation.

- ATTACHED EXHIBITS:**
- 1) Petition for Annexation
  - 2) Vicinity Map
  - 3) Departmental Comments

**PETITION FROM PROPERTY OWNER AT 121 LENHART LANE**  
**REQUESTING ANNEXATION**

Petition Requesting Annexation to the City of Branson  
Parcel ID # 18-2.0-10-002-001-019.000 and 18-2.0-10-002-001-020.000

We, the undersigned **Lifestyle Contractors, LLC**, a limited liability company of the State of Missouri, hereinafter referred to as the Petitioner, for its petition to the Board of Aldermen of the City of Branson state and allege as follows:

1. That we are the owners of all fee interests of record in the real estate in Taney County, Missouri, described as follows, to wit:  
  
All of Lots 1 and 2, FRIENDLY HILLS SUBDIVISION, a subdivision according to the recorded plat thereof, Plat Book 19, page 54, Taney County, Missouri.
2. That said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Branson, Missouri.
4. That we request that the said real estate to be annexed to, and be included within the corporate limits of, the City of Branson, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the Board of Aldermen of the City of Branson to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Branson to include the above described real estate.

This Petition Requesting Annexation, made this 31<sup>st</sup> day of August, 2020.



**Managing Member**



ACKNOWLEDGMENT OF PROPERTY OWNER

STATE OF Missouri )  
 ) SS.  
COUNTY OF Taney )

On this 31<sup>st</sup> day of August, 2020, before me personally appeared Steve Redford, to me known, and who being by me duly sworn, did say that he is the managing member of Lifestyle Contractors, LLC, a limited liability company of the State of Missouri, and that as such managing member he has the authority to execute the foregoing *Voluntary Petition For Annexation* on behalf of said limited liability company, and said managing member acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Andrea C. Stacy  
Notary Public

My Commission Expires:

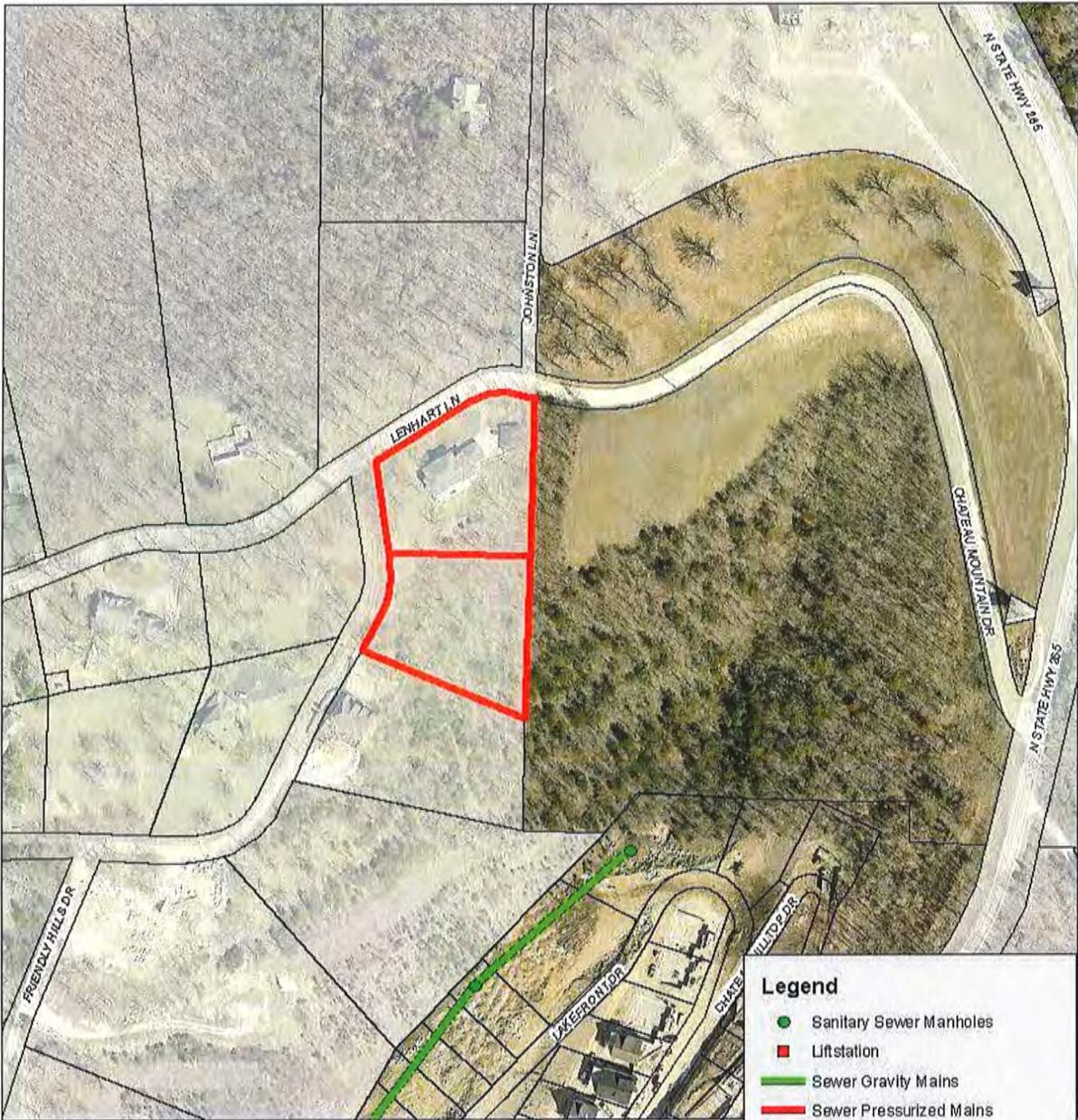
02/10/2024

[SEAL]



ANDREA C. STACY  
My Commission Expires  
February 10, 2024  
Stone County  
Commission #20897137

2) VICINITY MAP



**Legend**

- Sanitary Sewer Manholes
- Liftstation
- Sewer Gravity Mains
- Sewer Pressurized Mains
- Water Hydrants
- ▲ Water System Valves
- Water Mains
- STORM INLET STRUCTURES
- ▼ STORM INTAKE STRUCTURES
- STORM OUTFALL STRUCTURES
- STORM\_SEWER\_PIPE
- DISTRIBUTION
- TRANSMISSION



**1 inch = 200 feet**  
 City of Branson  
 Planning & Development  
 Date: 9/1/2020

**121 Lenhart Ln**



## PLANNING & DEVELOPMENT DEPARTMENT

PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS

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DATE: September 14, 2020

SUBJECT: Annexation of 121 Lenhart Lane

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### **Utilities Review**

- Currently, the property is not on City sewer and is most likely utilizing a septic system. The water is through Missouri American.

### **Fire Review**

- This single - family residential home, if annexed, would be non-conforming to our adopted codes and ordinances. One item to note is the current distance of this single-family residential home to the nearest fire hydrant. The available fire hydrant for fire department access is at the entrance of Gunner Hill off Hwy 265. This fire hydrant is 1,065 feet from the main entrance to the single-family residential home. Our adopted ordinances state fire hydrant spacing for residential neighborhoods shall be spaced every 500 feet which is advantageous to the city when ISO ratings occur. Should this single-family residential home apply to change USE Groups then additional requirements would need to be met.

### **Stormwater Review**

- No comments

**AN ORDINANCE APPROVING THE ANNEXATION OF THE PROPERTIES LOCATED AT 121 LENHART LANE, BRANSON, MISSOURI.**

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**WHEREAS**, on August 31, 2020, a verified petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Branson, Missouri, was filed with the City Clerk; and

**WHEREAS**, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Branson, Missouri; and,

**WHEREAS**, a public hearing concerning said matter was held at the City Hall in Branson, Missouri, at the hour of 6:00 pm on October 13, 2020; and,

**WHEREAS**, notice of said Public Hearing, was given by publication of notice thereof, on September 9, 2020, in the Branson Tri-Lakes News, a weekly newspaper of general circulation in the County of Taney, State of Missouri; and

**WHEREAS**, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and,

**WHEREAS**, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Branson, Missouri within fourteen days after the public hearing; and

**WHEREAS**, the Board of Aldermen of the City of Branson, Missouri does find and determine that said annexation is reasonable and necessary for the proper development of the city; and

**WHEREAS**, the City of Branson, Missouri is able to furnish normal municipal services to said area within a reasonable time after annexation; now

**THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: Pursuant to the provision of Section 71.012 RSMo the following described real estate is hereby annexed into the City of Branson, Missouri, to wit:

See Exhibit 'A'

Section 2: The boundaries of the City of Branson, Missouri, hereby are altered so as to encompass the above described tracts of land lying adjacent and contiguous to the present corporate limits.

Section 3: The City Clerk of the City of Branson hereby is ordered to cause three certified copies of this Ordinance to be filed with the Taney County Clerk.

Section 4: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CLL #51831 10/7/10*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**EXHIBIT 'A'**

121 Lenhart Lane

Parcel ID # 18-2.0-10-002-001-019.000 and 18-2.0-10-002-001-020.000

All of Lots 1 and 2, FRIENDLY HILLS SUBDIVISION, a subdivision according to the recorded plat thereof, Plat Book 19, page 54, Taney County, Missouri.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING APPENDIX A OF THE BRANSON MUNICIPAL CODE PERTAINING TO UTILITIES FEE SCHEDULE.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- This item provides for a public hearing and first reading of a bill amending the City of Branson’s monthly water and sewer rates.
- Utilities has incorporated 2021 projected revenues and expenses into the department’s water and sewer rate models. Rate adjustments are recommended for fiscal year 2021 to maintain adequate revenue to fund operations and maintenance of the City’s water and wastewater treatment systems. As a result of the impact of revenues from the COVID pandemic, all operational capitals including scheduled rebuild and replacements of process equipment, sewer and water system maintenance equipment, including meter replacements, rolling stock, vehicles, and trucks are currently unfunded in 2021 and will remain on hold unless revenues exceed projections or the repair or replacement of these components is unavoidable. In such cases, a budget amendment will be brought before the Board for consideration.
- Moving forward with critical infrastructure capital needs for 2021 will be contingent upon any amount of funding received from grants and the County’s sewer sales tax.
- For fiscal year 2021 staff recommends a 2% water rate adjustment and a 7% sewer rate adjustment in order to maintain a balanced operations budget.
- With the proposed adjustments Branson’s water and sewer rates will remain among the lowest in the state for residential customers and within a mid-range of comparison cities for commercial customers.
- If approved, the proposed water and sewer rate adjustments outlined in the attached ordinance will become effective upon the first billing period in January 2021.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the 2021 budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** EI-1.2 & 1.3

**ATTACHED EXHIBITS:** Exhibit 1 - 2021 - 2025 Rate Projections  
Exhibit 2 - Monthly Billings & Comparisons

**ITEM/SUBJECT: READING OF A BILL AMENDING APPENDIX A OF THE BRANSON MUNICIPAL CODE PERTAINING TO UTILITIES FEE SCHEDULE.**

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**DETAILED ANALYSIS:**

In 2015 the City of Branson implemented the current water and sewer rate adjustment plan used by the Utilities Department to fund operations and maintenance of the City water and sewer treatment systems. The current plan has been a valuable tool in allowing the department to maintain necessary water and sewer revenues for operations and maintenance programs.

In 2011 the department began building an operating program base to ensure, to the best of our abilities, that the City's water and sewer systems would consistently meet state and federal regulations. A rate design consultant was contracted in 2011 to perform a thorough review of the City's water and sewer assets and determine where rates should be set to cover operational costs at that time.

Also, in 2011, an evaluation of the City's water metering system indicated a large majority of the City's water meters were inaccurate and not registering water use properly due to age and wear. A water meter replacement program, based on industry standards, was implemented for meters to be replaced after 10 years of use. This initiative has produced additional revenues in excess of \$600,000 annually to the water and sewer fund. With meters now properly registering water consumption and a comprehensive rate adjustment plan in place the utility has been able to maintain programs to keep equipment repaired and replaced as necessary.

Along with these improvements, employees also work in a progressive structure that provides for the growth and development of employees and supervisors. Safety programs have been implemented and enhanced safety features have been added to the department's chemical handling systems that reduce potential risks to residents of the community.

Since 2010 the water and sewer treatment facilities have been in consistent compliance with state regulations. Sanitary sewer spills, which used to be frequent, have been reduced by approximately 75% as maintenance of the sewer collection system, and 38 sewer pumping stations, has improved.

The Utilities Department has prepared a list of 69 public entities for comparison of water and sewer costs to customers. With the rate increases being considered Branson's water and sewer rates will remain among the lowest in the state of Missouri for residential customers largely in part because of the availability of Tourism Tax that is used for necessary infrastructure improvements. Branson's tourism base also provides substantial revenues through commercial rates. Approximately 80 percent of the water used in Branson goes to commercial customers. Having the ability to pass that substantial portion of water and sewer service operational cost to the tourism base helps keep our residential rates as low as possible.

Since 2010 the City has used over \$44 million from tourism tax to fund water and sewer infrastructure improvements. Within the next 10 to 12 years it is anticipated an additional \$74 million in water and sewer infrastructure needs will be necessary to keep pace with development and critical upgrades to aging water and sewer infrastructure. The continuation of the City's tourism tax will be critical in funding these needs.

## Exhibit 1 - 2021-2025 Rate Projections

WATER	9/21/2020	PROJECTED WATER REVENUES & EXPENSES							
		2018	2019	2020	2021	2022	2023	2024	2025
	Budgeted Revenue	3,631,615	3,983,952	3,971,021					
Projected Water Rate Revenue	<b>Actual Revenue</b>	<b>4,032,603</b>	<b>4,054,848</b>		2,831,471	2,948,692	3,022,409	3,097,970	3,175,419
Assumes Annual Growth @	0.5%								
Projected Water O&M Expenses					3,129,548	3,220,933	3,285,352	3,351,059	3,418,080
Assumes Annual Cost Increase @	2.0%	<b>Actual Expenses</b>	<b>3,283,461</b>	<b>3,101,610</b>					
Additional Position Costs									
Water Treatment Operator						58,000	60,000		65,000
Water Distribution									
Balance after water O&M					(298,077)	(272,241)	(262,942)	(253,089)	(242,661)
Water Capital Improvements					345,000	478,000	449,000	294,000	387,000
Balance after water capital expense					(298,077)	(272,241)	(262,942)	(253,089)	(242,661)
Required rate increase to maintain reserves:		2%	2%	2%	2%	2%	2%	2%	2%
Additional Annual Revenue Produced by Rate Adjustment					56,629.42	58,973.84	60,448	61,959	63,508
Balance (Deficiency) After Rate Adjustment					(241,447)	(272,241)	(202,494)	(191,130)	(179,153)
Additional Adjustment Needed					20.3%	23.0%	21.1%	15.4%	17.5%
Transfer to Establish Internal Service Fund					0	0			
Balance of Water Reserves - Available Cash				2,041,330	1,799,883	1,527,642	1,325,147	1,134,018	954,865
Reserve Percentage					52%	41%	35%	31%	25%
20% Low Reserve Limit					694,990	739,787	746,870	729,012	751,016
Base Monthly Charge per Meter Size									
9"				10.10	10.30	10.51	10.72	10.93	11.15
3/4"				10.10	10.30	10.51	10.72	10.93	11.15
10"				16.87	17.21	17.55	17.90	18.26	18.63
15"				33.65	34.32	35.01	35.71	36.42	37.15
20"				53.97	54.95	56.05	57.17	58.31	59.48
30"				101.04	103.06	105.12	107.22	109.37	111.56
40"				168.45	171.82	175.26	178.76	182.34	185.99
60"				336.80	343.54	350.41	357.41	364.56	371.85
Residential Water Rate/1000 gallons				2.59	2.64	2.69	2.75	2.80	2.86
Commercial Water Rate/1000 gallons				3.85	3.93	4.01	4.09	4.17	4.25

SEWER	9/27/2020	SEWER REVENUES & EXPENSES								
		2018	2019	2020	2021	2022	2023	2024	2025	
	Budgeted Revenue	4,760,598	4,678,772	4,972,170						
Projected Sewer Rate Revenue	<b>Actual Revenue</b>	<b>4,984,960</b>	<b>5,107,130</b>		4,002,804	4,363,922	4,516,659	4,629,576	4,745,315	
Assumes Annual Growth @:	0.5%									
Projected Sewer O&M Expenses					4,163,580	4,246,851	4,331,789	4,418,424	4,506,793	
Assumes Annual Cost Increase @:	2.0%	<b>Actual Expenses</b>	<b>4,443,430</b>	<b>4,400,377</b>						
Additional Position Costs										
	Wastewater Treatment Operator I					56,000	50,000	70,000		
	Sewer Collection Utility Workers/Equipment Operators/Utility Workers				(160,775)	117,071	184,871	211,151	238,522	
Balance after sewer O&M										
Sewer Capital Improvements					707,000	632,000	993,000	1,029,000	545,000	
Balance after sewer capital expense					(160,775)	117,071	184,871	211,151	238,522	
Required rate increase to maintain reserves:		7%	6%	5%	7%	3%	2%	2%	2%	
Additional Annual Revenue Produced by Rate Adjustment					280,196	130,918	90,333	92,592	94,906	
Balance(Deficiency) After Rate Adjustment					119,420	247,988	275,204	303,743	333,429	
Additional Adjustment Needed					13.7%	8.5%	15.6%	15.4%	4.4%	
Transfer to Establish Internal Service Fund					0	0				
Balance of Sewer Reserves - Available Cash				2,041,330	2,160,750	2,408,739	2,683,943	2,987,686	3,321,114	
Reserve Percentage					44%	49%	50%	55%	66%	
20% Low Reserve Limit					974,165	975,770	1,004,959	1,099,495	1,090,359	
Base Monthly Charge per Meter Size	58"			7.50	8.03	8.27	8.43	8.60	8.77	
	34"			7.50	8.03	8.27	8.43	8.60	8.77	
	10"			12.54	13.42	13.82	14.10	14.38	14.67	
	15"			24.98	26.73	27.53	28.08	28.54	29.22	
	2.0"			39.96	42.76	44.04	44.92	45.82	46.74	
	3.0"			74.93	80.24	82.65	84.30	85.39	87.71	
	4.0"			125.01	133.76	137.77	140.53	143.34	146.21	
	6.0"			249.94	267.44	275.46	280.97	286.59	292.32	
Residential Sewer Rate/1000 gallons				2.38	2.55	2.62	2.68	2.73	2.78	
Commercial Sewer Rate/1000 gallons				4.59	4.91	5.06	5.16	5.26	5.37	

## Exhibit 2 - Monthly Billings & Comparisons

Residential Water - 5000 Gallon Use

City	2021	2020	Difference
Festus	\$ 62.55	\$ 60.75	\$ 1.80
Belton	\$ 55.78	\$ 49.81	\$ 5.97
Excelsior Springs	\$ 55.07	\$ 55.07	\$ -
Hannibal	\$ 51.75	\$ 48.05	\$ 3.70
Taney County PWD #3	\$ 50.86	\$ 48.90	\$ 1.96
Harrisonville	\$ 48.73	\$ 48.73	\$ -
Kansas City	\$ 48.51	\$ 48.51	\$ -
Arnold, MO	\$ 45.73	\$ 45.73	\$ -
Moberly	\$ 44.31	\$ 39.50	\$ 4.81
Grain Valley	\$ 42.05	\$ 41.05	\$ 1.00
Mexico	\$ 40.20	\$ 40.20	\$ -
Maryville	\$ 38.68	\$ 36.68	\$ 2.00
Springfield	\$ 38.46	\$ 36.99	\$ 1.47
Blue Springs	\$ 38.05	\$ 36.75	\$ 1.30
Marshall	\$ 36.75	\$ 36.75	\$ -
Kirksville	\$ 36.16	\$ 36.16	\$ -
St. Louis	\$ 35.66	\$ 35.66	\$ -
Broken Arrow, OK	\$ 35.11	\$ 33.27	\$ 1.84
Lee's Summit	\$ 34.48	\$ 33.09	\$ 1.39
Liberty	\$ 34.31	\$ 33.97	\$ 0.34
Gladstone	\$ 33.02	\$ 33.02	\$ -
Ballwin, MO	\$ 32.90	\$ 32.90	\$ -
Chesterfield	\$ 32.90	\$ 32.90	\$ -
Clayton	\$ 32.90	\$ 32.90	\$ -
Jefferson City	\$ 32.90	\$ 40.23	\$ (7.33)
Joplin	\$ 32.90	\$ 40.23	\$ (7.33)
Manchester	\$ 32.90	\$ 32.90	\$ -
St. Joseph	\$ 32.90	\$ 40.23	\$ (7.33)
Town and Country	\$ 32.90	\$ 32.90	\$ -
University City	\$ 32.90	\$ 32.90	\$ -
Warrensburg	\$ 32.90	\$ 40.23	\$ (7.33)
Webster Groves	\$ 32.90	\$ 32.90	\$ -
Wildwood	\$ 32.90	\$ 32.90	\$ -
St. Charles	\$ 32.89	\$ 29.85	\$ 3.04
Jackson	\$ 32.82	\$ 32.19	\$ 0.63
Neosho	\$ 32.08	\$ 32.08	\$ -
Raymore	\$ 31.90	\$ 32.75	\$ (0.85)
Sedalia	\$ 31.73	\$ 31.73	\$ -
Independence	\$ 30.86	\$ 34.86	\$ (4.00)
Kirkwood	\$ 29.96	\$ 29.63	\$ 0.33
Forsyth	\$ 29.70	\$ 29.70	\$ -
Webb City	\$ 29.70	\$ 29.70	\$ -
Bolivar	\$ 29.23	\$ 27.50	\$ 1.73
Columbia	\$ 29.10	\$ 29.10	\$ -
O'Fallon	\$ 28.43	\$ 28.43	\$ -
Eureka	\$ 27.50	\$ 14.94	\$ 12.56
Carthage	\$ 27.26	\$ 27.60	\$ (0.34)
Cape Girardeau	\$ 26.86	\$ 25.78	\$ 1.08
Poplar Bluff	\$ 26.83	\$ 26.83	\$ -
Troy	\$ 26.50	\$ 25.25	\$ 1.25
Wentzville	\$ 26.28	\$ 24.28	\$ 2.00
Ozark	\$ 25.70	\$ 25.70	\$ -
Rolla	\$ 25.50	\$ 23.50	\$ 2.00
Farmington	\$ 24.37	\$ 20.54	\$ 3.83
Wisconsin Dells, WI	\$ 23.95	\$ 23.95	\$ -
St. Peters	\$ 23.78	\$ 22.98	\$ 0.80
Raytown	\$ 23.25	\$ 23.25	\$ -
Fulton	\$ 22.70	\$ 22.70	\$ -
Sikeston	\$ 22.50	\$ 19.50	\$ 3.00
Republic	\$ 20.02	\$ 20.02	\$ -
Hollister	\$ 18.80	\$ 16.36	\$ 2.44
Nixa	\$ 18.70	\$ 17.70	\$ 1.00
Branson (2%)	\$ 18.23	\$ 17.87	\$ 0.36
Kennett	\$ 18.15	\$ 16.75	\$ 1.40
West Plains	\$ 17.45	\$ 17.45	\$ -
Union	\$ 15.85	\$ 15.85	\$ -
Lebanon	\$ 15.19	\$ 15.19	\$ -
Washington	\$ 13.82	\$ 13.82	\$ -
Myrtle Beach, SC	\$ 12.47	\$ 12.47	\$ -

Commercial Water 2" Meter - 100,000 Gallon Use

City	2021	2020	Difference
Festus, Mo	\$1,251.00	\$ 1,215.00	\$ 36.00
Belton, Mo	\$1,151.89	\$ 1,028.50	\$ 123.39
Harrisonville, Mo	\$ 876.18	\$ 876.18	\$ -
Taney County PWD #3	\$ 852.72	\$ 819.99	\$ 32.73
Mexico	\$ 827.00	\$ 835.91	\$ (8.91)
Raytown, Mo	\$ 807.15	\$ 807.15	\$ -
Excelsior Springs	\$ 737.22	\$ 737.22	\$ -
Moberly, Mo	\$ 731.16	\$ 635.00	\$ 96.16
Kansas City, Mo	\$ 681.11	\$ 681.11	\$ -
Hannibal	\$ 652.00	\$ 610.00	\$ 42.00
Raymore, Mo	\$ 638.00	\$ 655.00	\$ (17.00)
Grain Valley	\$ 609.60	\$ 609.60	\$ -
Blue Springs, Mo	\$ 560.55	\$ 540.25	\$ 20.30
Lee's Summit	\$ 560.20	\$ 558.97	\$ 1.23
Webb City, Mo	\$ 544.40	\$ 544.40	\$ -
Liberty	\$ 536.56	\$ 532.12	\$ 4.44
Broken Arrow, OK	\$ 534.71	\$ 506.68	\$ 28.03
Arnold, MO	\$ 528.08	\$ 499.83	\$ 28.25
Ballwin, MO	\$ 518.57	\$ 518.57	\$ -
Chesterfield	\$ 518.57	\$ 518.57	\$ -
Clayton	\$ 518.57	\$ 518.57	\$ -
Jefferson City, Mo	\$ 518.57	\$ 665.12	\$ (146.55)
Joplin, Mo	\$ 518.57	\$ 665.12	\$ (146.55)
Manchester	\$ 518.57	\$ 518.57	\$ -
St. Joseph, Mo	\$ 518.57	\$ 665.12	\$ (146.55)
Town and Country	\$ 518.57	\$ 518.57	\$ -
University City	\$ 518.57	\$ 518.57	\$ -
Warrensburg	\$ 518.57	\$ 665.12	\$ (146.55)
Webster Groves	\$ 518.57	\$ 518.57	\$ -
Wildwood	\$ 518.57	\$ 518.57	\$ -
Springfield, Mo	\$ 503.31	\$ 489.94	\$ 13.37
Kirksville	\$ 486.63	\$ 486.63	\$ -
Gladstone	\$ 484.27	\$ 484.27	\$ -
Independence, Mo	\$ 475.02	\$ 479.02	\$ (4.00)
Neosho, Mo	\$ 460.34	\$ 460.34	\$ -
Troy	\$ 452.00	\$ 427.00	\$ 25.00
Wentzville, Mo	\$ 450.21	\$ 412.64	\$ 37.57
Marshall	\$ 449.60	\$ 449.60	\$ -
Maryville	\$ 445.90	\$ 445.90	\$ -
O'Fallon, Mo	\$ 443.54	\$ 443.54	\$ -
Branson, MO (2%)	\$ 439.79	\$ 431.17	\$ 8.62
Forsyth, Mo	\$ 438.20	\$ 438.20	\$ -
St. Charles, Mo	\$ 428.04	\$ 425.00	\$ 3.04
Farmington, Mo	\$ 417.62	\$ 391.21	\$ 26.41
Kirkwood	\$ 405.54	\$ 404.68	\$ 0.86
Columbia, Mo	\$ 403.98	\$ 403.98	\$ -
Sedalia, Mo	\$ 376.96	\$ 376.96	\$ -
Jackson, Mo	\$ 375.77	\$ 368.49	\$ 7.28
Nixa, Mo	\$ 365.50	\$ 295.00	\$ 70.50
Myrtle Beach, SC	\$ 360.22	\$ 360.22	\$ -
Republic, Mo	\$ 358.22	\$ 358.22	\$ -
Lebanon, Mo	\$ 356.36	\$ 356.36	\$ -
Rolla, Mo	\$ 355.00	\$ 315.00	\$ 40.00
Carthage	\$ 351.11	\$ 368.52	\$ (17.41)
Ozark, Mo	\$ 339.20	\$ 339.20	\$ -
Cape Girardeau	\$ 333.99	\$ 325.79	\$ 8.20
St. Louis	\$ 310.63	\$ 310.63	\$ -
Hollister, Mo	\$ 305.77	\$ 261.64	\$ 44.13
Sikeston	\$ 302.50	\$ 269.50	\$ 33.00
Poplar Bluff	\$ 300.43	\$ 300.43	\$ -
Union, Mo	\$ 299.10	\$ 299.10	\$ -
Fulton	\$ 298.36	\$ 298.36	\$ -
Wisconsin Dells, WI	\$ 280.50	\$ 280.50	\$ -
West Plains, Mo	\$ 276.74	\$ 276.74	\$ -
Eureka, Mo	\$ 265.00	\$ 139.78	\$ 125.22
St. Peters, Mo	\$ 260.48	\$ 251.68	\$ 8.80
Kennett	\$ 211.10	\$ 206.50	\$ 4.60
Bolivar, Mo	\$ 207.26	\$ 195.00	\$ 12.26
Washington, Mo	\$ 156.88	\$ 156.88	\$ -

Residential Sewer - 5000 Gallon Use

City	2021	2020	Difference
Kansas City	\$ 83.43	\$ 82.43	\$ 1.00
Excelsior Springs	\$ 82.07	\$ 82.07	\$ -
Liberty	\$ 79.00	\$ 74.90	\$ 4.10
St. Joseph	\$ 74.89	\$ 74.89	\$ -
Belton	\$ 69.95	\$ 62.14	\$ 7.81
Gladstone	\$ 64.00	\$ 64.00	\$ -
Moberly	\$ 62.00	\$ 55.00	\$ 7.00
Ballwin	\$ 58.88	\$ 53.22	\$ 5.66
Chesterfield	\$ 58.88	\$ 53.22	\$ 5.66
Clayton	\$ 58.88	\$ 53.22	\$ 5.66
Kirkwood	\$ 58.88	\$ 53.22	\$ 5.66
Manchester	\$ 58.88	\$ 53.22	\$ 5.66
St. Louis	\$ 58.88	\$ 53.22	\$ 5.66
Town and Country	\$ 58.88	\$ 53.22	\$ 5.66
University City	\$ 58.88	\$ 53.22	\$ 5.66
Webster Groves	\$ 58.88	\$ 53.22	\$ 5.66
Wildwood	\$ 58.88	\$ 53.22	\$ 5.66
Raytown	\$ 55.36	\$ 50.20	\$ 5.16
Harrisonville	\$ 52.99	\$ 37.65	\$ 15.34
Webb City	\$ 50.50	\$ 50.50	\$ -
Kirksville	\$ 49.83	\$ 47.17	\$ 2.66
Republic	\$ 49.08	\$ 49.08	\$ -
Independence	\$ 48.29	\$ 42.87	\$ 5.42
Bolivar	\$ 45.99	\$ 43.25	\$ 2.74
Wisconsin Dells, WI	\$ 45.80	\$ 45.80	\$ -
Lee's Summit	\$ 45.61	\$ 44.27	\$ 1.34
Troy	\$ 44.85	\$ 42.95	\$ 1.90
Joplin	\$ 43.99	\$ 41.91	\$ 2.08
Warrensburg	\$ 43.53	\$ 42.31	\$ 1.22
Hannibal	\$ 43.00	\$ 43.00	\$ -
Grain Valley	\$ 42.81	\$ 42.81	\$ -
Mexico	\$ 41.99	\$ 41.99	\$ -
Fulton	\$ 41.79	\$ 41.79	\$ -
Raymore	\$ 41.75	\$ 39.55	\$ 2.20
Sedalia	\$ 41.49	\$ 39.15	\$ 2.34
Marshall	\$ 40.25	\$ 40.25	\$ -
Blue Springs	\$ 38.05	\$ 32.00	\$ 6.05
Springfield	\$ 37.59	\$ 35.83	\$ 1.76
Taney County Sewer	\$ 37.50	\$ 37.50	\$ -
Maryville	\$ 37.25	\$ 33.68	\$ 3.57
Neosho	\$ 35.99	\$ 35.99	\$ -
Lebanon	\$ 35.86	\$ 27.44	\$ 8.42
St. Charles	\$ 35.77	\$ 38.27	\$ (2.50)
Rolla	\$ 35.25	\$ 32.25	\$ 3.00
Forsyth	\$ 35.00	\$ 35.00	\$ -
Jefferson City	\$ 34.17	\$ 34.17	\$ -
Wentzville	\$ 33.67	\$ 32.87	\$ 0.80
Cape Girardeau	\$ 33.53	\$ 33.53	\$ -
Arnold	\$ 32.64	\$ 32.64	\$ -
Nixa	\$ 31.35	\$ 31.35	\$ -
Ozark	\$ 31.22	\$ 31.22	\$ -
Jackson	\$ 30.25	\$ 29.07	\$ 1.18
Carthage	\$ 29.72	\$ 29.72	\$ -
Columbia	\$ 29.40	\$ 29.40	\$ -
Broken Arrow, OK	\$ 28.25	\$ 26.38	\$ 1.87
Hollister	\$ 28.07	\$ 23.95	\$ 4.12
Washington	\$ 27.60	\$ 27.60	\$ -
Eureka	\$ 27.50	\$ 11.50	\$ 16.00
Farmington	\$ 26.27	\$ 14.09	\$ 12.18
O'Fallon	\$ 25.99	\$ 25.99	\$ -
Festus	\$ 25.29	\$ 23.99	\$ 1.30
Kennett	\$ 24.95	\$ 24.95	\$ -
West Plains	\$ 24.61	\$ 24.61	\$ -
Myrtle Beach, SC	\$ 23.09	\$ 23.09	\$ -
St. Peters	\$ 19.02	\$ 18.37	\$ 0.65
Sikeston	\$ 17.75	\$ 13.65	\$ 4.10
Poplar Bluff	\$ 17.26	\$ 17.26	\$ -
Branson (7%)	\$ 15.66	\$ 14.64	\$ 1.02
Union	\$ 14.40	\$ 14.40	\$ -

Commercial Sewer 2" Meter - 100,000 Gallon Use

City	2021	2020	Difference
Belton, MO	\$ 1,590.13	\$ 1,413.42	\$ 176.71
Liberty	\$ 1,542.00	\$ 1,460.00	\$ 82.00
Kansas City, MO	\$ 1,240.40	\$ 1,240.40	\$ -
Excelsior Springs	\$ 1,165.07	\$ 1,165.07	\$ -
Moberly, MO	\$ 1,066.00	\$ 926.00	\$ 140.00
Gladstone	\$ 1,006.40	\$ 1,006.40	\$ -
Raytown, MO	\$ 990.16	\$ 875.75	\$ 114.41
Republic, MO	\$ 948.73	\$ 948.73	\$ -
Harrisonville, MO	\$ 923.19	\$ 683.65	\$ 239.54
Raymore, MO	\$ 835.00	\$ 791.00	\$ 44.00
Taney County Sewer	\$ 819.54	\$ 819.54	\$ -
St. Joseph, MO	\$ 782.28	\$ 782.28	\$ -
Wisconsin Dells, WI	\$ 764.00	\$ 764.00	\$ -
Kirksville	\$ 721.66	\$ 687.25	\$ 34.41
Warrensburg	\$ 717.35	\$ 654.58	\$ 62.77
Grain Valley	\$ 686.91	\$ 686.91	\$ -
Ballwin, MO	\$ 677.37	\$ 612.02	\$ 65.35
Chesterfield	\$ 677.37	\$ 612.02	\$ 65.35
Clayton	\$ 677.37	\$ 612.02	\$ 65.35
Kirkwood	\$ 677.37	\$ 612.02	\$ 65.35
Manchester	\$ 677.37	\$ 612.02	\$ 65.35
St. Louis	\$ 677.37	\$ 612.02	\$ 65.35
Town and Country	\$ 677.37	\$ 612.02	\$ 65.35
University City	\$ 677.37	\$ 612.02	\$ 65.35
Webster Groves	\$ 677.37	\$ 612.02	\$ 65.35
Wildwood	\$ 677.37	\$ 612.02	\$ 65.35
Mexico	\$ 667.09	\$ 667.09	\$ -
Arnold, MO	\$ 658.55	\$ 658.55	\$ -
Lebanon, MO	\$ 658.54	\$ 503.93	\$ 154.61
Hannibal	\$ 651.00	\$ 651.00	\$ -
Sedalia, MO	\$ 650.15	\$ 613.54	\$ 36.61
St. Charles, MO	\$ 646.62	\$ 591.02	\$ 55.60
Lee's Summit	\$ 621.04	\$ 602.72	\$ 18.32
Troy	\$ 602.50	\$ 564.50	\$ 38.00
Fulton	\$ 582.62	\$ 582.62	\$ -
Neosho, MO	\$ 571.79	\$ 571.79	\$ -
Bolivar, MO	\$ 554.58	\$ 521.25	\$ 33.33
Ozark, MO	\$ 552.77	\$ 552.77	\$ -
Rolla, MO	\$ 543.75	\$ 537.50	\$ 6.25
Maryville	\$ 534.92	\$ 485.80	\$ 49.12
Branson, MO (7%)	\$ 524.06	\$ 489.78	\$ 34.28
Blue Springs, MO	\$ 508.65	\$ 478.50	\$ 30.15
Independence, MO	\$ 502.77	\$ 438.22	\$ 64.55
Jefferson City, MO	\$ 497.61	\$ 497.61	\$ -
Webb City, MO	\$ 478.00	\$ 478.00	\$ -
Wentzville, MO	\$ 477.06	\$ 465.07	\$ 11.99
Cape Girardeau	\$ 469.85	\$ 467.55	\$ 2.30
Festus, MO	\$ 453.60	\$ 424.89	\$ 28.71
Farmington, MO	\$ 453.49	\$ 312.81	\$ 140.68
Forsyth, MO	\$ 443.50	\$ 443.50	\$ -
Columbia, MO	\$ 439.89	\$ 439.89	\$ -
Broken Arrow, OK	\$ 431.89	\$ 403.65	\$ 28.24
Nixa, MO	\$ 413.25	\$ 413.25	\$ -
Poplar Bluff	\$ 405.00	\$ 267.69	\$ 137.31
Myrtle Beach, SC	\$ 402.58	\$ 402.58	\$ -
Hollister, MO	\$ 385.27	\$ 346.00	\$ 39.27
O'Fallon, MO	\$ 380.13	\$ 380.13	\$ -
Springfield, MO	\$ 355.09	\$ 340.63	\$ 14.46
Jackson, MO	\$ 345.65	\$ 339.40	\$ 6.25
Kennett	\$ 321.81	\$ 321.81	\$ -
Washington, MO	\$ 314.50	\$ 314.50	\$ -
Joplin, MO	\$ 311.31	\$ 296.82	\$ 14.49
St. Peters, MO	\$ 296.42	\$ 286.27	\$ 10.15
Sikeston	\$ 283.00	\$ 245.65	\$ 37.35
Carthage	\$ 268.73	\$ 268.73	\$ -
Eureka, MO	\$ 265.00	\$ 60.50	\$ 204.50
Marshall	\$ 263.50	\$ 263.50	\$ -
Union, MO	\$ 237.65	\$ 237.65	\$ -
West Plains, MO	\$ 169.01	\$ 169.01	\$ -

Combined Residential Water & Sewer  
5000 Gallon Use

City	2021	2020	Difference
Excelsior Springs (11,084)	\$ 137.14	\$ 137.14	\$ -
Kansas City (459,787)	\$ 131.94	\$ 130.94	\$ 1.00
Belton (23,116)	\$ 125.73	\$ 111.95	\$ 13.78
Liberty (29,149)	\$ 113.31	\$ 108.87	\$ 4.44
St. Joseph (76,780)	\$ 107.79	\$ 115.12	\$ (7.33)
Moberly (13,974)	\$ 106.31	\$ 94.50	\$ 11.81
Harrisonville (10,019)	\$ 101.72	\$ 86.38	\$ 15.34
Gladstone (25,410)	\$ 97.02	\$ 97.02	\$ -
Hannibal (17,916)	\$ 94.75	\$ 91.05	\$ 3.70
St. Louis (319,294)	\$ 94.54	\$ 88.88	\$ 5.66
Ballwin (30,404)	\$ 91.78	\$ 86.12	\$ 5.66
Chesterfield (47,848)	\$ 91.78	\$ 86.12	\$ 5.66
Clayton (15,939)	\$ 91.78	\$ 86.12	\$ 5.66
Manchester (18,094)	\$ 91.78	\$ 86.12	\$ 5.66
Town and Country (10,815)	\$ 91.78	\$ 86.12	\$ 5.66
University City (35,371)	\$ 91.78	\$ 86.12	\$ 5.66
Webster Groves (22,995)	\$ 91.78	\$ 86.12	\$ 5.66
Wildwood (35,517)	\$ 91.78	\$ 86.12	\$ 5.66
Kirkwood (27,540)	\$ 88.84	\$ 82.85	\$ 5.99
Festus (11,602)	\$ 87.84	\$ 84.74	\$ 3.10
Kirksville (17,505)	\$ 85.99	\$ 83.33	\$ 2.66
Grain Valley (12,854)	\$ 84.86	\$ 83.86	\$ 1.00
Mexico (11,543)	\$ 82.19	\$ 82.19	\$ -
Webb City (10,996)	\$ 80.20	\$ 80.20	\$ -
Lee's Summit (91,364)	\$ 80.09	\$ 77.36	\$ 2.73
Independence (116,830)	\$ 79.15	\$ 77.73	\$ 1.42
Raytown (29,526)	\$ 78.61	\$ 73.45	\$ 5.16
Arnold (20,808)	\$ 78.37	\$ 78.37	\$ -
Marshall (13,065)	\$ 77.00	\$ 77.00	\$ -
Joplin (50,150)	\$ 76.89	\$ 82.14	\$ (5.25)
Warrensburg (18,838)	\$ 76.43	\$ 82.54	\$ (6.11)
Blue Springs (52,575)	\$ 76.10	\$ 68.75	\$ 7.35
Springfield (159,498)	\$ 76.05	\$ 72.82	\$ 3.23
Maryville (11,972)	\$ 75.93	\$ 70.36	\$ 5.57
Bolivar (10,325)	\$ 75.22	\$ 70.75	\$ 4.47
Raymore (19,206)	\$ 73.65	\$ 72.30	\$ 1.35
Sedalia (21,387)	\$ 73.22	\$ 70.88	\$ 2.34
Troy (10,540)	\$ 71.35	\$ 68.20	\$ 3.15
Wisconsin Dells, WI	\$ 69.75	\$ 69.75	\$ -
Republic (14,751)	\$ 69.10	\$ 69.10	\$ -
St. Charles (65,794)	\$ 68.66	\$ 68.12	\$ 0.54
Neosho (11,835)	\$ 68.07	\$ 68.07	\$ -
Jefferson City (43,079)	\$ 67.07	\$ 74.40	\$ (7.33)
Forsyth (2,255)	\$ 64.70	\$ 64.70	\$ -
Fulton (12,790)	\$ 64.49	\$ 64.49	\$ -
Broken Arrow, OK (98,850)	\$ 63.36	\$ 59.65	\$ 3.71
Jackson (13,758)	\$ 63.07	\$ 61.26	\$ 1.81
Rolla (19,559)	\$ 60.75	\$ 55.75	\$ 5.00
Cape Girardeau (39,941)	\$ 60.39	\$ 59.31	\$ 1.08
Wentzville (29,070)	\$ 59.95	\$ 57.15	\$ 2.80
Columbia (108,500)	\$ 58.50	\$ 58.50	\$ -
Carthage (14,378)	\$ 56.98	\$ 57.32	\$ (0.34)
Ozark (17,820)	\$ 56.92	\$ 56.92	\$ -
Eureka (10,189)	\$ 55.00	\$ 26.44	\$ 28.56
O'Fallon (79,329)	\$ 54.42	\$ 54.42	\$ -
Lebanon (14,474)	\$ 51.05	\$ 42.63	\$ 8.42
Farmington (16,240)	\$ 50.64	\$ 34.63	\$ 16.01
Nixa (19,022)	\$ 50.05	\$ 49.05	\$ 1.00
Hollister (4,426)	\$ 46.87	\$ 40.31	\$ 6.56
Poplar Bluff (17,023)	\$ 44.09	\$ 44.09	\$ -
Kennett (10,932)	\$ 43.10	\$ 41.70	\$ 1.40
St. Peters (52,575)	\$ 42.80	\$ 41.35	\$ 1.45
West Plains (11,986)	\$ 42.06	\$ 42.06	\$ -
Washington (13,982)	\$ 41.42	\$ 41.42	\$ -
Sikeston (16,318)	\$ 40.25	\$ 33.15	\$ 7.10
Myrtle Beach, SC (27,109)	\$ 35.56	\$ 35.56	\$ -
Branson (Water 2% Sewer 7%)	\$ 33.89	\$ 32.51	\$ 1.38
Union (10,204)	\$ 30.25	\$ 30.25	\$ -

Combined Commercial Water & Sewer  
2" Meter - 100,000 Gallon Use

City	2021	2020	Difference
Belton	\$ 2,742.02	\$ 2,441.92	\$ 300.10
Liberty	\$ 2,078.56	\$ 1,992.12	\$ 86.44
Kansas City	\$ 1,921.51	\$ 1,921.51	\$ -
Excelsior Springs	\$ 1,902.29	\$ 1,902.29	\$ -
Harrisonville	\$ 1,799.37	\$ 1,559.83	\$ 239.54
Raytown, Mo	\$ 1,797.31	\$ 1,682.90	\$ 114.41
Moberly	\$ 1,797.16	\$ 1,561.00	\$ 236.16
Festus	\$ 1,704.49	\$ 1,639.89	\$ 64.60
Mexico	\$ 1,494.09	\$ 1,503.00	\$ (8.91)
Gladstone	\$ 1,490.67	\$ 1,490.67	\$ -
Raymore	\$ 1,473.00	\$ 1,446.00	\$ 27.00
Republic	\$ 1,306.95	\$ 1,306.95	\$ -
Hannibal	\$ 1,303.00	\$ 1,261.00	\$ 42.00
St. Joseph	\$ 1,300.85	\$ 1,447.40	\$ (146.55)
Grain Valley	\$ 1,296.51	\$ 1,296.51	\$ -
Warrensburg	\$ 1,235.92	\$ 1,319.70	\$ (83.78)
Kirksville	\$ 1,208.29	\$ 1,173.88	\$ 34.41
Ballwin	\$ 1,195.94	\$ 1,130.59	\$ 65.35
Chesterfield	\$ 1,195.94	\$ 1,130.59	\$ 65.35
Clayton	\$ 1,195.94	\$ 1,130.59	\$ 65.35
Kirkwood	\$ 1,195.94	\$ 1,130.59	\$ 65.35
Manchester	\$ 1,195.94	\$ 1,130.59	\$ 65.35
Town and Country	\$ 1,195.94	\$ 1,130.59	\$ 65.35
University City	\$ 1,195.94	\$ 1,130.59	\$ 65.35
Webster Groves	\$ 1,195.94	\$ 1,130.59	\$ 65.35
Wildwood	\$ 1,195.94	\$ 1,130.59	\$ 65.35
Arnold	\$ 1,186.63	\$ 1,158.38	\$ 28.25
Lee's Summit	\$ 1,181.24	\$ 1,161.69	\$ 19.55
St. Charles	\$ 1,074.66	\$ 1,016.02	\$ 58.64
Blue Springs	\$ 1,069.20	\$ 1,018.75	\$ 50.45
Troy	\$ 1,054.50	\$ 991.50	\$ 63.00
Wisconsin Dells, WI	\$ 1,044.50	\$ 1,044.50	\$ -
Neosho	\$ 1,032.13	\$ 1,032.13	\$ -
Sedalia	\$ 1,027.11	\$ 990.50	\$ 36.61
Webb City	\$ 1,022.40	\$ 1,022.40	\$ -
Jefferson City	\$ 1,016.18	\$ 1,162.73	\$ (146.55)
Lebanon	\$ 1,014.90	\$ 860.29	\$ 154.61
St. Louis	\$ 988.00	\$ 922.65	\$ 65.35
Maryville	\$ 980.82	\$ 931.70	\$ 49.12
Independence	\$ 977.79	\$ 917.24	\$ 60.55
Broken Arrow, OK	\$ 966.60	\$ 910.33	\$ 56.27
Branson (Water 2% Sewer 7%)	\$ 963.86	\$ 920.95	\$ 42.91
Wentzville	\$ 927.27	\$ 877.71	\$ 49.56
Rolla	\$ 898.75	\$ 852.50	\$ 46.25
Ozark	\$ 891.97	\$ 891.97	\$ -
Forsyth	\$ 881.70	\$ 881.70	\$ -
Fulton	\$ 880.98	\$ 880.98	\$ -
Farmington	\$ 871.11	\$ 704.02	\$ 167.09
Springfield	\$ 858.40	\$ 830.57	\$ 27.83
Columbia	\$ 843.87	\$ 843.87	\$ -
Joplin, Mo	\$ 829.88	\$ 961.94	\$ (132.06)
O'Fallon	\$ 823.67	\$ 823.67	\$ -
Cape Girardeau	\$ 803.84	\$ 793.34	\$ 10.50
Nixa	\$ 778.75	\$ 708.25	\$ 70.50
Myrtle Beach, SC	\$ 762.80	\$ 762.80	\$ -
Bolivar	\$ 761.84	\$ 716.25	\$ 45.59
Jackson	\$ 721.42	\$ 707.89	\$ 13.53
Marshall	\$ 713.10	\$ 713.10	\$ -
Poplar Bluff	\$ 705.43	\$ 568.12	\$ 137.31
Hollister	\$ 691.04	\$ 607.64	\$ 83.40
Carthage	\$ 619.84	\$ 637.25	\$ (17.41)
Sikeston	\$ 585.50	\$ 515.15	\$ 70.35
St. Peters	\$ 556.90	\$ 537.95	\$ 18.95
Union	\$ 536.75	\$ 536.75	\$ -
Kennett	\$ 532.91	\$ 528.31	\$ 4.60
Eureka	\$ 530.00	\$ 200.28	\$ 329.72
Washington	\$ 471.38	\$ 471.38	\$ -
West Plains	\$ 445.75	\$ 445.75	\$ -

Utilities using Surface Water Treatment & Biological Wastewater Treatment

1 **BILL NO. 5881**

**ORDINANCE NO. \_\_\_\_\_**

2  
3  
4 **AN ORDINANCE AMENDING APPENDIX A OF THE BRANSON MUNICIPAL CODE**  
5 **PERTAINING TO UTILITIES FEE SCHEDULE.**  
6

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7  
8  
9 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE**  
10 **CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

11  
12 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this  
13 ordinance shall become and be made a part of the Branson Municipal Code, and the  
14 sections of this ordinance may be renumbered to accomplish such intention.

15  
16 Section 2: That Appendix A – FEE SCHEDULE of the Branson Municipal Code is hereby  
17 amended to read as follows:  
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19  
20  
21

**Appendix A - FEE SCHEDULE**

Code Section	Description	Fee
90-33	Water service charges, per month	
	(1) Basic monthly rate for all water consumers:	
	• Basic	
	5/8-inch	[10.10] <b><u>10.30</u></b>
	3/4-inch	[10.10] <b><u>10.30</u></b>
	1-inch	[16.87] <b><u>17.21</u></b>
	1.5-inch	[33.65] <b><u>34.32</u></b>
	2-inch	[53.87] <b><u>54.95</u></b>
	3-inch	[101.04] <b><u>103.06</u></b>
	4-inch	[168.45] <b><u>171.82</u></b>
	6-inch	[336.80] <b><u>343.54</u></b>
	*Within city limits:	
	Residential customer eleemosynary and governmental water service charges ( in addition to basic monthly charge):	

	<ul style="list-style-type: none"> <li>Up to 2,000 gallon</li> </ul>	0
	<ul style="list-style-type: none"> <li>Per 1,000 gallons or fraction thereof over 2,000 gallons</li> </ul>	[2.59] <b><u>2.64</u></b>
	Commercial and industrial water service charges (in addition to basic monthly charge):	
	<ul style="list-style-type: none"> <li>Up to 2,000 gallons</li> </ul>	0
	<ul style="list-style-type: none"> <li>Per 1,000 gallons or fraction thereof over 2,000 gallons</li> </ul>	[3.85] <b><u>3.93</u></b>
	Outside city limits, residential eleemosynary, governmental, industrial and commercial water service charges:	
	Up to 2,000 gallons-as a percentage of basic charge applicable inside city limits	250%
	Per 1,000 or fraction thereof over 2,000 gallons-as a percentage of use rates for inside city limits	250%
90-34	Sanitary sewer services charges, per month	
	<ul style="list-style-type: none"> <li>Basic</li> </ul>	
	5/8-inch meter	[7.50] <b><u>8.03</u></b>
	0.75-inch meter	[7.50] <b><u>8.03</u></b>
	1.0-inch meter	[12.54] <b><u>13.42</u></b>
	1.5-inch meter	[24.98] <b><u>26.73</u></b>
	2.0-inch meter	[39.96] <b><u>42.76</u></b>
	3.0-inch meter	[74.99] <b><u>80.24</u></b>
	4.0-inch meter	[125.01] <b><u>133.76</u></b>
	6.0-inch meter	[249.94] <b><u>267.44</u></b>
	<ul style="list-style-type: none"> <li>Within city limits</li> </ul>	
	Residential customer, eleemosynary and governmental sewer service charges (in addition to basic monthly charge):	
	<ul style="list-style-type: none"> <li>Up to 2,000 gallons</li> </ul>	0
	<ul style="list-style-type: none"> <li>Per 1,000 gallons or fraction thereof over 2,000 gallons</li> </ul>	[2.38] <b><u>2.55</u></b>
	Commercial and industrial sewer service charges (in addition to basic monthly charge):	
	<ul style="list-style-type: none"> <li>Up to 2,000 gallons</li> </ul>	0

	<ul style="list-style-type: none"> <li>Per 1,000 gallons or fraction thereof over 2,000 gallons</li> </ul>	[4.59] <b><u>4.91</u></b>
	Outside city limits, residential, eleemosynary, governmental, industrial and commercial sewer service charges:	
	Up to 2,000 gallons-as a percentage of basic charge applicable inside city limits	250%
	Per 1,000 or fraction thereof over 2,000 gallons-as a percentage of use rates for inside city limits	250%
90-35	Holding tank waste delivery, per 1,000 gallons	[9.45] <b><u>10.11</u></b>
	Special waste delivery, per 1,000 gallons	[19.97] <b><u>21.37</u></b>

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NOTE: LANGUAGE WHICH IS BOLD, UNDERLINED HAS BEEN ADDED; LANGUAGE WHICH IS [BRACKETED, STRICKEN] HAS BEEN REMOVED.

Section 3: This ordinance shall be in full force and effect from January 1, 2021 after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CEL #51831 10/7/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH AFFINITY CHEMICAL, LLC FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WASTEWATER TREATMENT PROCESS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020

**FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- This report is for this agenda item and the following two items.
- Eight bids were received on August 21, 2018, for the purchase of operational chemicals for use in the City's water and wastewater treatment processes. Contracts were entered for the fiscal year 2019 with six of the chemical supply bidders providing the lowest and best bid for specific chemicals.
- If approved this will be the first of two optional contract renewals for Affinity Chemical, LLC. and the final of two optional contract renewals for Brenntag Mid-South, Inc. and Hawkins, Inc. for the chemical provider contracts. Contract terms require the vendor to maintain the original unit price(s) or a lower unit price if a renewal is desired. All of the chemical companies agree to hold the original 2018 unit pricing under this renewal.
- Staff recommends approval of a contract for purchase of operational chemicals from the companies listed in the detail analysis page.
- Funds are budgeted in the proposed 2021 Utilities operational budget.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the 2021 budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** El 1.2

**ATTACHED EXHIBITS:**

**ITEM/SUBJECT: READING OF A BILL APPROVING THE PROPOSAL OF AFFINITY CHEMICAL, LLC FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WASTEWATER TREATMENT PROCESS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**DETAILED ANALYSIS:**

Recommended Bid Awards:

Brenntag Mid-South, Inc. agrees to renew their contract for Chlorine in 1-ton and 150 pound cylinders used in the disinfection process for water and wastewater treatment, Sulfur Dioxide in 150 pound cylinders used for dechlorination of effluent flows from the Compton Drive wastewater treatment plant and 30% Peroxide used for cleaning of filters in the water treatment process, at a total cost not to exceed \$35,000.

Hawkins, Inc. agrees to renew their contract for Hydrofluosilicic Acid in bulk used in the water treatment process to supplement fluoride levels, liquid bleach 12.5% used for disinfection of well water and Granular Chlorine used for disinfection and general cleaning purposes at a total cost not to exceed \$16,500.

Affinity Chemical, LLC will be awarded a contract for Aluminum Sulfate in bulk used in the wastewater treatment process for phosphorus removal at a total cost not to exceed \$104,000.

BILL NO. 5882

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH AFFINITY CHEMICAL, LLC FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WASTEWATER TREATMENT PROCESS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, The City of Branson accepted the bid proposal of Affinity Chemical, LLC. for aluminum sulfate; and

**WHEREAS**, upon accepting the proposal, the contract was executed for a term of one year, with the option to renew the contract for the following two subsequent years to be reviewed and approved annually by the Board of Aldermen; and

**WHEREAS**, the Board of Aldermen desires to approve the 1<sup>st</sup> Renewal Period of the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the renewal of the contract with Affinity Chemical, LLC for aluminum sulfate in the amount not to exceed \$104,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

Section 2: This ordinance shall be in full force and effect from and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

 #51831 12/7/20  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Affinity Chemical, LLC** ("Service Provider") for renewal period **One** from **January 1, 2021 to December 31, 2021**.

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1**.

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **One Hundred Four Thousand Dollars (\$104,000.00)**, all of which is dependent upon budget appropriations.

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

\_\_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Matthew Reichl 9-14-20  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: Matthew Reichl  
(Printed Name)

**ATTEST:**

Title: Marketing Analyst

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Company Name: Affinity Chemical, LLC

Address: P.O. Box 601298 Dallas, TX

**APPROVED AS TO FORM:**

Phone: (473) 440-9176 75360

CLL #51831 9/14/20  
Date

E-Mail: mreichl@affinitychemical.com

\_\_\_\_\_  
Chris Lebeck #51831 Date  
City Attorney

Master Contract Number: C2020-0048

**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 12<sup>th</sup> day of November, 2019, by and between the City of Branson, Missouri (the "City") and Affinity Chemical, LLC ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2020 to a date ending December 31, 2020, with the option to renew the contract for one (1) additional successive one-year term at the same unit price(s) or a lower unit price as offered at the time of renewal by Service Provider. Each additional year will require a contract and Board of Aldermen approval. Service Provider may decline renewal of the contract by providing the City written notice at least one hundred twenty (120) days prior to the end of the contract term, or extensions thereto. The**

**contract shall not bind, nor purport to bind, the City to renew beyond the original term unless written approval is provided by the City.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **One Hundred Four Thousand Dollars (\$104,000.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

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

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Matthew Reichl      9-26-19  
(Signature)                      Date

E. Edd Akers      11/14/19  
E. Edd Akers                      Date  
Mayor

Name: Matthew Reichl  
(Printed Name)

Title: Marketing Analyst

ATTEST:  
Lisa K Westfall      11/14/19  
Lisa K Westfall                      Date  
City Clerk

Company Name: Affinity Chemical, LLC

Address: PO Box 601298

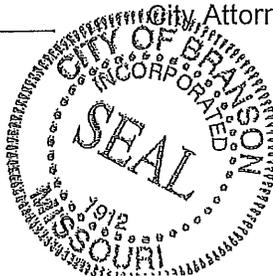
Dallas, TX 75360

Phone: (973) 440-9176

APPROVED AS TO FORM:  
Chris Lebeck #51831      9/16/17  
Chris Lebeck #51831                      Date  
City Attorney

E-Mail: mreichl@affinitychemical.com

Tax ID: 27-4986522



Affinity Chemical, LLC  
PO Box 601298  
Dallas, TX 75360

### SCOPE OF WORK

1. Purpose: Affinity Chemical agrees to provide water/wastewater treatment chemicals for the period of January 1, 2020 through December 31, 2020 prices must remain firm through the contract period.
  
2. General Requirements:
  - 2.1 All gases and chemicals must be of acceptable quality.
  
  - 2.2 Samples will be taken from each individual load of liquid aluminum sulfate upon delivery. Any sample taken which indicates solids separation of the product will result in **immediate rejection** of the load. Affinity Chemical at no expense to the City shall remove any solids buildup in the City's bulk storage tanks as a result of the product supplied, other than items requiring routine maintenance.
  
  - 2.3 All pricing must include shipping costs\* and the waiving of all cylinder, drum, and carboy deposits.
  
  - 2.4 All chemicals must be priced by the pound (as applicable on a dry weight basis), or gallon according to the basis shown on the pricing page including all shipping costs\* for product delivered to various plants located in Branson, MO. (\* Shipping costs shall include all cost related to the delivery and unloading of product to the proper place in the various locations, additions i.e. fuel surcharges, handling fees etc. will not be accepted.)
  
  - 2.5 **Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the insurance requirements outlined in section 16 of the Terms and Conditions.**
  
  - 2.6 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.
  
  - 2.7 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type	Estimated Usage
Aluminum Sulfate 17% (Liquid) Bulk Manufactured from virgin materials (Pricing must be on dry weight basis)	650,000 lbs.

PRICING PAGE

Affinity Chemical provided pricing information as specified below to provide chemicals as specified in accordance with the terms and conditions of the contract.

	Type	Estimated Usage	Unit Price
001.	Aluminum Sulfate 17% (Liquid) Bulk <b>(Pricing must be on dry weight basis)</b>	650,000 lbs.	\$ 0.16 / lb. <b>(Dry Wt. Basis)</b>



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH BRENNTAG MID-SOUTH, INC. FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WATER AND WASTEWATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020

**FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- See previous Affinity Chemical, LLC Staff Report.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the 2021 budget
- Other (see additional explanation)

**COMMUNITY PLAN 2030:** E1 1.2

**ATTACHED EXHIBITS:**

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

BILL NO. 5883

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH BRENNTAG MID-SOUTH, INC. FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WATER AND WASTEWATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, The City of Branson accepted the bid proposal of Brenntag Mid-South, Inc. for Chlorine in 1-ton and 150-pound cylinders, Sulfur Dioxide in 150-pound cylinders and 30% Peroxide on August 21, 2018; and

**WHEREAS**, upon accepting the proposal, the contract was executed for a term of one year, with the option to renew the contract for the following two subsequent years to be reviewed and approved annually by the Board of Aldermen; and

**WHEREAS**, the Board of Aldermen desires to approve the 2<sup>nd</sup> Renewal Period of the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract renewal with Brenntag Mid-South, Inc. for Chlorine in 1-ton and 150-pound cylinders, Sulfur Dioxide in 150-pound cylinders and 30% Peroxide in the total amount not to exceed \$35,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

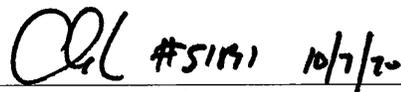
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 #51831 10/7/20  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this 10<sup>th</sup> day of September, 2020, by and between the City of Branson, Missouri (the "City") and **Brenntag Mid-South Inc.** ("Service Provider") for renewal period **Two** from **January 1, 2021 to December 31, 2021.**

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1.**

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Thirty Five Thousand Dollars (\$35,000.00), all of which is dependent upon budget appropriations.**

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: William Shadwick 9/10/20  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: William Shadwick  
(Printed Name)

**ATTEST:**

Title: Sales Representative

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Company Name: Brenntag

Address: 2235 W. Battlefield Rd. Springfield

**APPROVED AS TO FORM:**

Phone: (417) 887-3663

Chris Lebeck #51831 8/17/20  
Date

E-Mail: wshadwick@brenntag.com

Chris Lebeck #51831  
City Attorney

Master Contract Number: C2019-0062

**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 30<sup>th</sup> day of October, 2018, by and between the City of Branson, Missouri (the "City") and Brenntag Mid-South Inc. ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2019 to a date ending December 31, 2019, with the option to renew the contract for up to two (2) additional successive one-year terms at the same unit price(s) or a lower unit price as offered at the time of renewal. Each additional year will require a contract and Board of Aldermen approval. Service Provider may decline renewal of the contract by providing the City written notice at least one hundred twenty (120) days prior to the end of the contract term, or extensions thereto. The contract shall not bind, nor**

**purport to bind, the City to renew beyond the original term unless written approval is provided by the City.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Thirty Five Thousand Dollars (\$35,000.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

\_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522  
Fax: 417-335-4354 – Attn: Contract Management

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

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: William Shadwick 10-3-18  
(Signature) Date

Karen Best 11/27/18  
Karen Best Date  
Mayor

Name: William Shadwick  
(Printed Name)

Title: Sales Representative

ATTEST: Lisa K Westfall 11/27/18  
Lisa K Westfall Date  
City Clerk

Company Name: Brenntag

Address: 2235 W. Battlefield Rd.  
Springfield, MO 65807

Phone: (270) 860-0389

E-Mail: wshadwick@brenntag.com

APPROVED AS TO FORM:

Tax ID: \_\_\_\_\_

Warren T. Duston  
Warren T. Duston  
City Attorney

9.18.18  
Date



Brenntag Mid-South  
2234 W. Battlefield Rd.  
Springfield, MO 65807

## SCOPE OF WORK

1. Purpose: Brenntag agrees to provide water/wastewater treatment chemicals for the period of January 1, 2019 through December 31, 2019 prices must remain firm through the contract period.
2. General Requirements:
  - 2.1 All gases and chemicals must be of acceptable quality.
  - 2.2 Brenntag agrees to supply cylinders and containers that show evidence of a high standard of maintenance. Cylinders and containers will not show excessive rust, corrosion, scaling, or deterioration. Valves will open without undue pressure. Unused lead gaskets will be supplied with all chlorine and sulfur dioxide cylinders. Brenntag agrees to pick up, **immediately**, at no additional cost to the City, any chlorine and sulfur dioxide cylinders requiring the use of a repair kit. A replacement repair kit must be returned to the City within three (3) calendar days. If, at any time Brenntag fails to meet or correct problems, involving safety, product quality or equipment, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such a manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and Brenntag will be liable for excess costs incurred.
  - 2.5 All pricing must include shipping costs\* and the waiving of all cylinder, drum, and carboy deposits.
  - 2.6 All chemicals must be priced by the pound (as applicable on a dry weight or wet weight basis), according to the basis shown on the pricing page including all shipping costs\* for product delivered to various plants located in Branson, MO. (\* Shipping costs shall include all cost related to the delivery and unloading of product to the proper place in the various locations, additions i.e. fuel surcharges, handling fees etc. will not be accepted.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected.
  - 2.7 **Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the insurance requirements outlined in section 16 of the Terms and Conditions for bid.**

- 2.8 The City agrees to maintain an inventory of cylinders, drums and carboy containers, where applicable, to be returned to the appropriate Contractor upon request and will assume responsibility for any lost or stolen cylinders.
- 2.9 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.
- 2.10 **Note:** Sulfur Dioxide is currently required at one City location (Compton Drive Wastewater Treatment Plant) only during recreational months of the year (April 1<sup>st</sup> through October 31<sup>st</sup>). Within thirty (30) days following the end of the period Brenntag must pick up any unused product and return for credit with no restocking fee for less than six hundred (600) pounds of product. Chlorine is used in several locations as well as at the (Compton Drive Wastewater Treatment Plant) during the same time period. Within thirty (30) days following the end of the period stated Brenntag must pick up any unused chlorine product from the Compton Facility and return for credit or if the remaining chlorine product can be used at another City facility Brenntag shall transport the product to that facility at no additional charge.
- 2.11 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type	Estimated Usage
Chlorine gas in 1 ton cylinder	66,000 lbs.
Chlorine gas in 150# cylinder	9,000 lbs.
Sulfur Dioxide gas in 150# cylinder	25,000 lbs.
30% Hydrogen Peroxide/Food Grade (55 gallon drums only)	8,000 lbs.

**PRICING PAGE**

Brenntag provided pricing information as specified below to provide chemicals as specified in accordance with the terms and conditions of the contract.

	Type	Estimated Usage	Unit Price
001.	Chlorine gas in 1-ton cylinder	66,000 lbs.	\$ 0.2625 / lb.
002.	Chlorine gas in 150# cylinder	9,000 lbs.	\$ 0.39 / lb.
003.	Sulfur Dioxide gas in 150# cylinder	25,000 lbs.	\$ 0.471 / lb.
009.	30% Hydrogen Peroxide/Food Grade (must be in 55 gallon drums) ID 588579 2 drum min. <b>(Pricing must be on wet weight basis)</b>	8,000 lbs.	\$ 0.29/ lb. <b>(Wet Wt. Basis)</b>



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH HAWKINS, INC. FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WATER AND WASTEWATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- See previous Affinity Chemical, LLC. Staff Report.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the 2021 budget
- Other (see additional explanation)

**COMMUNITY PLAN 2030:** E1 1.2

**ATTACHED EXHIBITS:**

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

BILL NO. 5884

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH HAWKINS, INC. FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WATER AND WASTEWATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, The City of Branson approves the contract renewal with Hawkins, Inc. for Hydrofluosilicic Acid in bulk, Liquid Bleach 12.5% and granular chlorine on August 21, 2018; and

**WHEREAS**, upon accepting the proposal, the contract was executed for a term of one year, with the option to renew the contract for the following two subsequent years to be reviewed and approved annually by the Board of Aldermen; and

**WHEREAS**, the Board of Aldermen desires to approve the 2<sup>nd</sup> Renewal Period of the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract renewal with Hawkins, Inc. for Hydrofluosilicic Acid in bulk, Liquid Bleach 12.5% and granular chlorine in an amount not to exceed \$16,500.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Cell #51831 10/7/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this 25<sup>th</sup> day of August, 2020 by and between the City of Branson, Missouri (the "City") and **Hawkins, Inc.** ("Service Provider") for renewal period **Two** from **January 1, 2021 to December 31, 2021.**

**NOW, THEREFORE,** for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1.**

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Five Hundred Dollars (\$16,500.00), all of which is dependent upon budget appropriations.**

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: John Troy Blake 8-25-20  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: John Troy Blake  
(Printed Name)

ATTEST:  
\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Title: Branch Manager

Company Name: Hawkins inc.

APPROVED AS TO FORM:  
Chris Lebeck #51831 8/17/20  
Chris Lebeck #51831 Date  
City Attorney

Address: 8814 Old Harrison Ln. Fort Smith, AR 72916

Phone: 406-6661-3621

E-Mail: troy.blake@hawkinsinc.com

Master Contract Number: C2019-0063**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 2nd day of October, 2018 by and between the City of Branson, Missouri (the "City") and Hawkins, Inc. ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2019 to a date ending December 31, 2019, with the option to renew the contract for up to two (2) additional successive one-year terms at the same unit price(s) or a lower unit price as offered at the time of renewal by Service Provider. Each additional year will require a contract and Board of Aldermen approval. Service Provider may decline renewal of the contract by providing the City written notice at least one hundred twenty (120) days prior to the end of the contract term, or extensions thereto.**

**The contract shall not bind, nor purport to bind, the City to renew beyond the original term unless written approval is provided by the City.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Five Hundred Dollars (\$16,500.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522  
Fax: 417-335-4354 – Attn: Contract Management

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

SERVICE PROVIDER: CITY OF BRANSON, MISSOURI

By: John Troy Blake 2 Oct 2018  
(Signature) Date

[Signature] 11/27/18  
Karen Best  
Mayor Date

Name: John Troy Blake  
(Printed Name)

Title: Branch Manager

Company Name: Hawkins Inc

Address: \_\_\_\_\_  
6614 Old Harrison Ln. Fort Smith, AR 72916

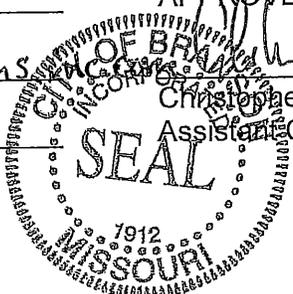
ATTEST:  
[Signature] 11/27/18  
Lisa K Westfall  
City Clerk Date

Phone: 479-648-9900

APPROVED AS TO FORM:  
[Signature] 11/24/18  
Christopher W. Lebeck  
Assistant City Attorney Date

E-Mail: troy.blake@hawkins

Tax ID: 41-0771293



Hawkins, Inc.  
6614 Old Harrison Lane  
Fort Smith, AR 72916

## SCOPE OF WORK

1. Purpose: Hawkins agrees to provide water/wastewater treatment chemicals for the period of January 1, 2019 through December 31, 2019 prices must remain firm through the contract period.
2. General Requirements:
  - 2.1 All gases and chemicals must be of acceptable quality.
  - 2.2 If, at any time Hawkins fails to meet or correct problems, involving safety, product quality or equipment, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such a manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and Hawkins will be liable for excess costs incurred.
  - 2.5 All pricing must include shipping costs\* and the waiving of all cylinder, drum, and carboy deposits.
  - 2.6 All chemicals must be priced by the pound (as applicable on a dry weight or wet weight basis), according to the basis shown on the pricing page including all shipping costs\* for product delivered to various plants located in Branson, MO. (\* Shipping costs shall include all cost related to the delivery and unloading of product to the proper place in the various locations, additions i.e. fuel surcharges, handling fees etc. will not be accepted.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected.
  - 2.7 **Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the insurance requirements outlined in section 16 of the Terms and Conditions.**
  - 2.8 The City agrees to maintain an inventory of cylinders, drums and carboy containers, where applicable, to be returned to the appropriate Contractor upon request and will assume responsibility for any lost or stolen cylinders.
  - 2.9 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.
  - 2.11 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type	Estimated Usage
Hydrofluosilicic Acid 23% <b><u>(Liquid Bulk) in 1,000 gal. shipments</u></b> (Pricing must be on wet weight basis)	36,000 lbs.
Liquid Chlorine Bleach 12.5% (15 gallon Carboys Liquid)	5,000 lbs.
Granular Chlorine 65% available (100# container)	1,000 lbs.

**PRICING PAGE**

Hawkins provided pricing information as specified below to provide chemicals as specified in accordance with the terms and conditions of the contract.

	Type	Estimated Usage	Unit Price
006.	Hydrofluosilicic Acid 23% (Liquid Bulk) <b>(Pricing must be on wet weight basis)</b>	1,000 gallon shipments 36,000 lbs.	\$ 0.365 / lb. <b>(Wet Wt. Basis)</b>
007.	Liquid Chlorine Bleach 12.5% (15 gallon Carboys Liquid) <b>(Pricing must be on wet weight basis)</b>	5,000 lbs.	\$ 0.2477 / lb. <b>(Wet Wt. Basis)</b>
008.	Granular Chlorine 65% available (100# container)	1,000 lbs.	\$ 1.80 / lb.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING A CONTRACT WITH CDW GOVERNMENT, LLC PERTAINING TO THE PURCHASE OF COMPUTER HARDWARE AND SOFTWARE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** IT DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020

**FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The following agreement is with CDW Government (CDWG) to enable the purchase of necessary hardware and software required by the IT Department to service the city’s various departments.
- The agreement allows the IT Department to purchase a variety of items such as desktop and laptop computers, monitors, and other hardware and software.
- The contract also enables the purchase of required maintenance on hardware and software implemented throughout the city’s network infrastructure. This includes items such as Cisco switches, routers, wireless, firewalls, servers, and the VoIP telephone system.
- The City of Branson is a member of the National IPA cooperative purchasing authority. CDWG is authorized to sell technology hardware and software based on pricing defined by the National IPA contract. (Contract No. 2018011-01)
- Municipalities can often obtain better and lower bids on supplies by utilizing cooperative bidding opportunities. This can be achieved because vendors are able to supply materials at a reduced cost as a result of the combined purchasing power of government entities.
- It should be noted that while this agreement provides the ability to make purchases utilizing the cooperative purchasing contract, department staff perform price comparisons prior to making purchases to ensure fiscal responsibility.
- The total not-to-exceed amount on this agreement is up to \$120,000. However, there is no minimum purchase required. Funds for this contract are included in the 2021 budget appropriations.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in next year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
  - Not Recommended
  - Neutral/None
- 

**COMMUNITY PLAN 2030:** W3.1

**ATTACHED EXHIBITS:**

BILL NO. 5885

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A CONTRACT WITH CDW GOVERNMENT, LLC PERTAINING TO THE PURCHASE OF COMPUTER HARDWARE AND SOFTWARE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, in accordance with City of Branson’s purchasing procedures, the City is allowed to utilize cooperative bids for purchasing municipal equipment; and

**WHEREAS**, CDWG is authorized through a cooperative purchasing agreement with National IPA for computer hardware and software needed by the City; and

**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contact with CDW Government, LLC pertaining to the purchase of computer hardware and software for an amount not to exceed \$120,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit “1”.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CELL #51831 1/7/10*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: \_\_\_\_\_

## PURCHASE OF COMMODITIES CONTRACT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **CDW Government, LLC** ("Seller").

WHEREAS, the City of Mesa, Arizona extended Request for Proposal #2018011 ("RFP") for information technology hardware and software on September 20, 2017; and

WHEREAS, from that RFP the City of Mesa, Arizona negotiated and executed a national procurement contract on March 1, 2018 with Seller, and

WHEREAS, the City of Branson desires to purchase and the Seller agrees to sell to the City information technology hardware and software through the terms and conditions of that national procurement contract at the price and quantities referenced through that contract referenced in **Exhibit A**;

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **information technology hardware and software, from a date beginning on January 1, 2021 to a date ending December 31, 2021.**
2. **Quantities to be Purchased and Purchase Price.**
  - a. The City agrees to purchase and the Seller agrees to sell information technology hardware and software at the prices and quantities articulated in the national procurement contract referenced by the Information Technology Solutions & Services Executive Summary (**Exhibit A**).
  - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
  - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **One Hundred Twenty Thousand Dollars (\$120,000.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
  - a. The Seller is responsible for the costs of shipment.
  - b. Time is of the essence with respect to each shipment.

- c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
- d. Deliveries are to be made to: **110 W. Maddux Street, Suite 311, Branson, Missouri 65616.**

**4. Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.

**5. Inspection and Acceptance.**

- a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
- b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
- c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.

**6. Warranty.**

- a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
- b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
- c. Any implied warranties are not altered by this written contract.
- d. Additional terms: N/A.

**7. Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

**8. Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the

event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

- 9. Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.
- 10. Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Seller 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 work to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
- 11. Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
- 12. Termination of Contract.** The City reserves the right to terminate the contract at any Time if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City. In the event of such termination, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby.
- 13. Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller 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, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 14. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 15. Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.





Information Technology Solutions & Services  
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: # 2018011

RFP Issued: September 20, 2017

Pre-Proposal Date: October 3, 2017

Response Due Date: October 23, 2017

Proposals Received: 11



**Awarded to:**

The City of Mesa, AZ Department of Procurement issued RFP # 201811 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 "NATIONAL CONTRACT REQUIREMENTS:

**NATIONAL CONTRACT REQUIREMENTS.** The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudvara
- Connection Public Sector Solutions
- Hye Tech
- Hypertech
- Office Depot
- PCMG
- POP
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW-G and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and CDW-G successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

**Contract includes:**

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging

**Term:**

Initial five- year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025.

**Pricing/Discount:**

CDW-G offers a percent off catalog pricing by category. Refer to pricing document for complete details.

**National IPA Web Landing Pages:**

<http://www.nationalipa.org/Pages/Contracts-search.aspx?k=cdwg>



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE MEMORANDUM OF UNDERSTANDING WITH BRANSON SCHOOL DISTRICT PERTAINING TO PROVIDING FOUR SCHOOL RESOURCE OFFICERS, ONE AT EACH BRANSON SCHOOL DISTRICT CAMPUS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** POLICE DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020

**FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The Branson Police Department continues to be committed to partnering with the Branson School District to address mutual concerns and development of the youth in our community.
- The Branson Police Department currently provides a School Resource Officer for each of the four campuses. As in past years, the Branson School District agrees to reimburse the city for 75% of the gross salary and benefits packages associated with two positions. The district is requesting that this current agreement continue into the 2020/2021 school year. The other two positions are funded through the police department’s budget.
- This partnership is beneficial to both the school district and City Branson.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** C Strategy 1.3.1 Provide quality police services in areas of law enforcement, crime prevention, education, and public safety.

**ATTACHED EXHIBITS:**

BILL NO. 5886

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING WITH BRANSON SCHOOL DISTRICT PERTAINING TO PROVIDING FOUR SCHOOL RESOURCE OFFICERS, ONE AT EACH BRANSON SCHOOL DISTRICT CAMPUS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, The Branson School District wishes to have School Resource officers at each of their four campuses; and

**WHEREAS**, the City of Branson Police Department recognizes the benefits of police officers interaction with students and providing security in the schools, and desires to provide School Resource Officers to the Branson School District for these schools; and

**WHEREAS**, the City desires to enter into a Memorandum of Understanding to provide the School Resource Officers for each of the four Branson School campuses.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the Memorandum of Understanding for providing School Resource Officers between the City of Branson, Missouri, and the Branson School District, substantially in the form as attached hereto as Exhibit "1", and incorporated by reference herein, and authorizes the Mayor to execute the MOU.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Ch* #51831 10/7/20  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**MEMORANDUM OF UNDERSTANDING  
SCHOOL RESOURCE OFFICER PROGRAM  
BETWEEN THE CITY OF BRANSON POLICE DEPARTMENT  
AND BRANSON PUBLIC SCHOOLS**

The purpose of this Memorandum of Understanding (MOU) is to facilitate a clear understanding of roles, duties, and responsibilities of the Branson Police Department ("BPD"), School Resource Officers ("SROs") and the Branson Public School District ("the District") relative to this Memorandum of Understanding (MOU). This Memorandum of Understanding is being set forth this 1st day of July, 2020. The Parties agree it is mutually beneficial for Branson Police Officers to be assigned to the District as SROs. It is understood by all parties officers are employees of the City of Branson (COB) within the BPD.

The COB and the District recognize and support the need for safe schools and a safe learning environment for all students and educators. In furtherance of this goal, SROs shall work in partnership with school officials toward this end. This MOU provides for a joint employment relationship between the COB and the District. Subject to the terms of this MOU, COB will provide SROs to the District as provided for below.

1. The Term of this MOU is from the date signed by both parties, to a date ending June 30, 2021.
2. Under the terms of this agreement, the COB shall provide, and the District shall receive, four SROs.
3. For the first two SRO's The District agrees to reimburse the COB for 75% of the gross salary and benefits package of the SROs as provided by the COB to the District upon the signing of this agreement. The parties are aware that this benefits package may change with little or no notice. The COB will be responsible for paying the remaining 25% of the total SRO salary and benefits package for these two SROs. The District agrees to make payment to the City of Branson by June 1, 2021.
4. For the second set of SRO's the COB will be responsible for 100% of the total salary and benefits packages.
5. The District will provide a climate controlled office, standard office furnishings, telephone with outside connection, a locker, and a computer to the SROs for use at the school. COB will provide the SROs covered by this agreement all required police equipment, including radios and vehicles. The COB retains the authority to make all decisions regarding the necessary equipment for each SRO.
6. Each working day when the District is in session, the SROs shall report daily activities and schedule to the assigned school principal. The SROs may receive assignments from the principal and the SRO supervisor with the BPD. Both BPD and the District shall be

kept current on SROs related activities and schedules. Any school assignment that conflicts with law enforcement duties shall be referred to the SRO supervisor within the BPD when the SROs and principal cannot resolve the matter.

7. The SROs will be assigned to the District throughout the standard school year and shall normally work from thirty (30) minutes before the start of the school day through fifteen (15) minutes after the end of the school day of the assigned school while schools are in session. During summer school two SROs will be assigned to their assigned school for the duration of summer school. The other two SROs will be assigned duties within the police department. For periods when school is not in session, the SROs will be assigned duties within the police department.
8. The SROs may work additional hours with the District beyond the normal school day but not to exceed forty-eight (48) hours in any given week. The SROs will be compensated in accordance with current COB compensation packages for additional hours worked to attend after hour school athletic events or school-sponsored extracurricular activities. All compensation costs resulting from hours worked beyond the normal school day as a result of the SROs' duties will be reimbursed to COB from the District.
9. The parties to this agreement understand the SROs are POST certified police officers and not school teachers, school administrators, nor school counselors. SROs will assist teachers with relevant classroom presentations and topics when requested, and will work with students, student families, and school staff when requested and as deemed appropriate. SROs will not be involved in the enforcement of any school policies or the school discipline process. While SROs will be present and involved in the daily activities of the school, they shall not be assigned any type of monitoring duty (i.e. hall monitoring duty, cafeteria duty, etc.)
10. The SROs are expected to attend all training, meetings, and appointments assigned by BPD. It is recognized that some of these will conflict with their availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The SRO shall strive to keep the school principal or his representative informed about absences.
11. The District and the COB will equally divide the costs of sending all SROs assigned to the District and the SRO supervisor to training specifically designed for SROs (e.g. annual conferences, Basic and Advanced schooling).
12. The SROs are not to be involved in school discipline. Events that would be considered status offenses are better handled between the school and the juvenile office. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SROs will work with the school district to resolve the problem and preserve the school climate. In all other cases, disciplining students is a District

responsibility, and the SROs will refer students violating the code of conduct to the principal where school discipline can be decided.

13. The District administrators shall report to their assigned SROs and SROs shall report to the District any violation of the Safe School Act, as well as any physical contact determined to be an assault under state law. SROs will investigate any alleged criminal activity reported by any victim, witness, or as observed by the SROs. Additionally, the SROs shall be kept informed of unusual situations and matters of safety (including, but not limited to, students in mental crisis) that could be rooted in criminal activity or abuse. The District may also refer status offenses to the SROs at their discretion.
14. The District, the SROs, and the SROs supervisor at BPD will meet before the school year to establish SROs goals and objectives. Each SROs goal and objective will be agreed upon and measured throughout the school year by the parties to this agreement. The BPD and the District shall retain shared discretion, supervision, and control as the manner and means of the SROs carrying out employment activities and responsibilities under this understanding.
15. The COB, in its sole discretion, retains the power and authority to hire, assign, discharge, and/or discipline SROs. However, the COB will consider any reasonable request of the District to replace any SROs. The District will have input regarding SROs selection.
16. The COB, in its sole discretion, retains the right to recall SROs without notice in cases of emergency conditions to perform other police duties until emergency conditions are controlled.
17. In the event one of the SROs is absent from work, the absent school resource officer shall notify the immediate school resource officer supervisor with BPD and the school principal(s).
18. The SROs shall remain and be classified a COB employee for the purpose of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and provisions of the Internal Revenue Code, the Missouri Revenue and Taxation Laws, Missouri Worker's Compensations and Unemployment Insurance Laws.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by the parties duly authorized representatives as set forth below.

BRANSON SCHOOL DISTRICT:

  
\_\_\_\_\_  
Brad Swofford  
Superintendent

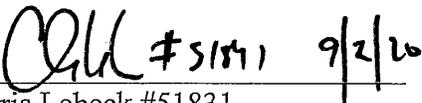
CITY OF BRANSON, MO:

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K. Westfall  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH NROUTE ENTERPRISES LLC TO PROVIDE VEHICLE EQUIPMENT INSTALLATION AND REPAIR SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** POLICE DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

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**EXECUTIVE SUMMARY:**

- In 2018, the City of Branson released RFB 2465-13, which was a request for a proposal to provide a service contract to provide related public safety equipment installation, maintenance, and repair services.
- An ordinance accepting the contract of Nroute Enterprises LLC was approved by the Board of Aldermen on February 26, 2019, and was renewed in 2020.
- This is the second renewal of this contract that would cover January 1, 2021 to December 31, 2021.
- The total amount of the contract is estimated to be \$20,000.00 for all departments that use this contract.

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**FINANCIAL IMPACT:**

- No impact/Not applicable  
 Budgeted in the next year's budget  
 Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended  
 Not Recommended  
 Neutral/None

**COMMUNITY PLAN 2030:** C-1 Public Safety.

**ATTACHED EXHIBITS:**



BILL NO. 5887

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH NROUTE ENTERPRISES LLC TO PROVIDE VEHICLE EQUIPMENT INSTALLATION AND REPAIR SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

**WHEREAS**, the City of Branson wishes to renew a contract with Nroute Enterprises LLC for public safety vehicle equipment installation, maintenance and repair services; and

**WHEREAS**, the contract was executed for a term of one year, with the City’s option to renew the contract for the following two subsequent years (2020 and 2021); and

**WHEREAS**, the City now desires to renew the contract with Nroute Enterprises LLC for the 2<sup>nd</sup> Renewal Period from January 1, 2021 through December 31, 2021.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the 2<sup>nd</sup> Renewal Period (January 1, 2021 through December 31, 2021) of the contract with Nroute Enterprises LLC to provide installation and repair of public safety emergency equipment and purchase of certain equipment in the amount not to exceed \$20,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit “A”.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CLL #51831 10/7/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Nroute Enterprises LLC** ("Service Provider") for renewal period **Two** from **January 1, 2021 to December 31, 2021**.

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1**.

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Thousand Dollars (\$20,000.00)**, all of which is dependent upon budget appropriations.

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

\_\_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Wm \_\_\_\_\_ 08/31/2020  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: William Reynolds  
(Printed Name)

**ATTEST:**

Title: Member / CFO

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Company Name: NROUTE Enterprises LLC

Address: 602 N 23<sup>rd</sup> St Ozark MO 65721

**APPROVED AS TO FORM:**

Phone: 417-731-2900

CL # 51831 \_\_\_\_\_ 8/31/20  
Chris Lebeck #51831 Date  
City Attorney

E-Mail: NROUTE@comcast.com

Master Contract Number: C2019-0115**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 26<sup>th</sup> day of February, 2019, by and between the City of Branson, Missouri (the "City") and Nroute Enterprises LLC ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on the execution date of this contract to a date ending December 31, 2019, with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval.** The

**contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Thousand Dollars (\$20,000.00)**, all of which is **dependent upon budget appropriations.**

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522  
Fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

By: WM 12/20/2018  
(Signature) Date  
Name: William Reynolds  
(Printed Name)  
Title: Member / CFO  
Company Name: NROUTE Enterprises LLC  
Address: 60102 N 23<sup>rd</sup> St  
Osage, MO 65721  
Phone: 417-731-2900  
E-Mail: NROUTE@GMAIL.COM  
Tax ID: 20-3302834

**CITY OF BRANSON, MISSOURI**

Karen Best  
Karen Best  
Mayor

ATTEST:  
Lisa K Westfall  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:  
Ch #51831  
Chris Lebeck #51831  
Associate City Attorney



NRoute Enterprises LLC  
6102 N. 23<sup>rd</sup> Street  
Ozark, MO 65721

## SCOPE OF WORK

1. Purpose: NRoute Enterprises agrees to provide related public safety equipment installation, maintenance and repair services. This contract shall encompass public safety vehicle equipment such as, but not limited to: sirens, light bars, lighting, prisoner transport, K-9 vehicles and any other emergency vehicle equipment. In addition to technical support, preventative maintenance and/or emergency repair for existing and future mobile equipment in accordance with the following general requirements. Service is for the period beginning from January 1, 2019 through December 31, 2019

Note: NRoute Enterprises shall agree to provide prompt attention to out-of-service public safety vehicles to get them back in service as soon as possible. Any new vehicles and equipment to be installed will be delivered to NRoute Enterprises by an agreed upon appointment. Upon delivery of the vehicle and all necessary supplied equipment, the work shall be completed within ten (10) business days.

### General Requirements:

7. Installation Costs: (See pricing page)
8. Invoicing: The City agrees to pay NRoute Enterprises in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by NRoute Enterprises and subject to approval by the requesting department that NRoute Enterprises fully performed the work satisfactorily.
9. Subcontracting: NRoute Enterprises must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. NRoute Enterprises must submit a list of subcontractors to the City for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

PRICING PAGE

NRoute Enterprises provided pricing information as specified below to provide normal repair and installation of mobile equipment, in addition to technical support, preventative maintenance and/or emergency repair for existing and future communications equipment in accordance with the terms and conditions of this contract.

001.	Normal trip charge to Branson	\$ 40.00 per person
002.	After-hours and holiday trip charge to Branson	\$ 60.00 per person
003.	Shipping costs	\$ actual
004.	Normal hourly rate for troubleshooting and repair of vehicle-related emergency equipment like light bars, lighting packages, siren systems and headset intercom systems	\$ 55.00
005.	After-hours and holiday hourly rate for troubleshooting and repair of vehicle-related emergency equipment like light bars, lighting packages, siren systems and headset intercom systems	\$ 75.00
006.	What is your bench rate for troubleshooting and repair of radio and emergency vehicle equipment in your facility?	\$ 65.00
007.	Normal hourly rate for installation of mobile equipment	\$ 55.00
008.	After-hours and holiday hourly rate for installation of mobile equipment	\$ 75.00
009.	Normal hourly rate for installation of fixed equipment	\$ 75.00
010.	After-hours and holiday hourly rate for installation of fixed equipment	\$ 110.00
011.	Per unit charge for programming fixed equipment	\$ 25.00
012.	MSRP less <u>18.00</u> %	
013.	COST plus <u>N/A</u> %	

Vehicle-Related Installation Tasks

014.	Roof Mounted Light bar, install only	\$ 80.00
015.	Roof Mounted Light bar, remove only	\$ 40.00
016.	Siren System only, install only	\$ 80.00

017.	Siren System only, remove only	\$ 40.00
018.	Siren/light bar controls (box), install only	\$ 80.00
019.	Siren/light bar controls (box), remove only	\$ 25.00
020.	Rumbler Siren System, install only	\$ 50.00
021.	Rumbler Siren System, remove only	\$ 30.00
022.	Dash/Deck Light System (2 Lights), install only	\$ 50.00
023.	Dash/Deck Light System (2 Lights), remove only	\$ 20.00
024.	Wig Wags "Plug-n-play", install only	\$ 30.00
025.	Wig Wags "Plug-n-play", remove only	\$ 15.00
026.	Wig Wags "Hard Wire", install only	\$ 40.00
027.	Wig Wags "Hard Wire", remove only	\$ 15.00
028.	Hideaway Strobe System "4 Corner", install only	\$ 60.00
029.	Hideaway Strobe System "4 Corner", remove only	\$ 30.00
030.	Hideaway Strobe System"6 Corner", install only	\$ 90.00
031.	Hideaway Strobe System"6 Corner", remove only	\$ 40.00
032.	Tail lamp lighting, install only	\$ 30.00
033.	Tail lamp lighting, remove only	\$ 15.00
034.	Rear Spoiler visor light, install only	\$ 50.00
035.	Rear Spoiler visor light, remove only	\$ 25.00
036.	Rear Quarter glass marker, install only	\$ 30.00
037.	Rear Quarter glass marker, remove only	\$ 15.00
038.	Side Marker light, install only	\$ 30.00
039.	Side Marker light, remove only	\$ 15.00
040.	Rear taillight flasher/relay install (Charger only)	\$ 40.00
041.	Rear deck lightbar install only	\$ 50.00
042.	Rear deck lightbar, remove only	\$ 25.00
043.	K-9 Module with Electronics, install only	\$ 150.00
044.	K-9 Module with Electronics, remove only	\$ 75.00
045.	Full length prisoner cage, install only	\$ 150.00
046.	Full length prisoner cage, remove only	\$ 75.00

047.	Half-length prisoner cage, install only	\$ 100.00
048.	Half-length prisoner cage, remove only	\$ 50.00
049.	Window bars, install only	\$ 25.00
050.	Window bars, remove only	\$ 10.00
051.	Gun Rack, install only	\$ 45.00
052.	Gun Rack, remove only	\$ 20.00
053.	Front grill, removal only	\$ 50.00
054.	Front grill, install only	\$ 50.00
055.	Push bumper with LED strobe, install only	\$ 250.00
056.	Push bumper with LED strobe, remove only	\$ 100.00
057.	MDT, install only	\$ 65.00
058.	MDT, remove only	\$ 30.00
059.	MDT Printer, install only	\$ 65.00
060.	MDT Printer, remove only	\$ 30.00
061.	Center Console, install only	\$ 50.00
062.	Center Console, remove only	\$ 25.00
063.	Computer Mount and power, install only	\$ 40.00
064.	Computer Mount and power, remove only	\$ 20.00
065.	Power USB Hub, install only	\$ 20.00
066.	Power USB Hub, remove only	\$ 5.00
067.	Rechargeable Flashlight, install only	\$ 25.00
068.	Rechargeable Flashlight, remove only	\$ 15.00
069.	Radar -2 antenna, install only	\$ 55.00
070.	Radar -2 antenna, remove only	\$ 25.00
071.	3 – Outlet Plug, install only	\$ 20.00
072.	3 – Outlet plug, remove only	\$ 5.00
073.	Mobile Radio Charger, install only	\$ 20.00
074.	Mobile Radio Charger, remove only	\$ 5.00
075.	Knox Box, install only	\$ 20.00
076.	Knox Box, remove only	\$ 10.00
077.	Opticom, install only	\$ 25.00

078.	Opticom, remove only	\$ 25.00
079.	Command Box, install only	\$ 100.00
080.	Command Box, remove only	\$ 50.00
081.	Intercom Headset System, install only	\$ 400.00
082.	Intercom Headset System, remove only	\$ 150.00
083.	Power Supply Circuit Breakers for Emergency Equipment, install only	\$ 30.00
084.	Power Supply Circuit Breakers for Emergency Equipment, remove only	\$ 20.00
085.	Cell Hands Free kit, install only	\$ 80.00
086.	Cell Hands Free Kit, remove only	\$ 30.00
087.	GPS Antenna, install only	\$ 35.00
088.	GPS Antenna, remove only	\$ 20.00
089.	Card Reader and ticket printer, install only	\$ 65.00
090.	Card Reader and ticket printer, remove only	\$ 30.00
091.	Stop Sticks, install only	\$ 35.00
092.	Stop Sticks, remove only	\$ 20.00



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL ACCEPTING THE PROPOSAL OF TABLE ROCK ASPHALT CONSTRUCTION CO., INC. PERTAINING TO THE PURCHASE OF CONCRETE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** PUBLIC WORKS DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The bid package for concrete was posted on August 19, 2020. All bidding requirements were followed per city code and five companies were notified of the bid opening. One sealed bid was received on September 9, 2020 from Table Rock Asphalt Construction Co. for the purchase of concrete for the 2021 fiscal year for city projects in the public works streets, utilities and parks departments.

Product	Price per cubic yard delivered
	TRAC
Class II 3000-psi strength concrete with air	\$ 133.00
Class II 3500-psi strength concrete with air	\$ 135.45
Class II 4000-psi strength concrete with air	\$ 137.80
MoDOT pccp HE 10.5 sack concrete	\$ 154.95
MoDOT B1 with air	\$ 138.00
1% Calcium Added	\$ 2.20
2% calcium added	\$ 4.40
Fibermesh added	\$ 6.50
Winter Service Charge Nov. 1 - March 15	\$ 5.00

- Staff recommends the purchase of concrete from Table Rock Asphalt Construction Co., Inc. in the not to exceed amount of \$25,000. Funds have been allocated in the FY2021 Streets Department, Utilities Department and Parks & Recreation Department operating budgets.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the proposed 2021 FY budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Transportation: TR1.1.1/1.1.2

**ATTACHED EXHIBITS:**

BILL NO. 5888

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE PROPOSAL OF TABLE ROCK ASPHALT CONSTRUCTION CO., INC. FOR THE PURCHASE OF CONCRETE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson advertised for proposals for purchase of a concrete for street maintenance; and

**WHEREAS**, Table Rock Asphalt Construction Co., Inc. has been recommended by staff; and

**WHEREAS**, the Board of Aldermen desire to award the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: That the Board of Aldermen hereby accepts the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of concrete for street maintenance in the amount not to exceed \$25,000.00 and authorizes the Mayor to execute the contract hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and after its passage and approval.

Read this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

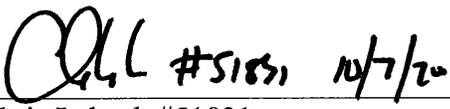
Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: \_\_\_\_\_

## PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this 17<sup>TH</sup> day of SEPTEMBER, 2020, by and between the City of Branson, Missouri (the "City") and Table Rock Asphalt Construction Co., Inc. ("Seller").

WHEREAS, the City of Branson desires to purchase and the Seller agrees to sell to the City certain commodities more particularly described in Exhibit A (bid); and

WHEREAS, the Seller made certain representations and statements to the City with respect to the provision of such commodities and the City has accepted the Seller's proposal;

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **concrete, from a date beginning on January 1, 2021 to a date ending December 31, 2021.**
2. **Quantities to be Purchased and Purchase Price.**
  - a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**
  - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
  - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Twenty Five Thousand Dollars (\$25,000.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
  - a. The Seller is responsible for the costs of shipment.
  - b. Time is of the essence with respect to each shipment.
  - c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
  - d. Deliveries are to be made to: **Various locations in Branson, Missouri 65616.**

4. **Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.
5. **Inspection and Acceptance.**
  - a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
  - b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
  - c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.
6. **Warranty.**
  - a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
  - b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
  - c. Any implied warranties are not altered by this written contract.
  - d. Additional terms: N/A.
7. **Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
8. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.
9. **Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

- 10. Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Seller 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 work to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
- 11. Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
- 12. Termination of Contract.** The City reserves the right to terminate the contract at any Time if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City. In the event of such termination, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby.
- 13. Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller 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, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 14. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 15. Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.
- 16. 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 Taney County, Missouri.
- 17. Missouri Immigration Law Affidavit.** After January 1, 2009, the Seller takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to

require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the Seller will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The Seller will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**18. 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 herein stated.

SELLER:

CITY OF BRANSON, MISSOURI

By:  9-17-2020  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: JOEL SIMMONS  
(Printed Name)

Title: VICE PRESIDENT

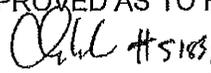
ATTEST:  
\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Company Name: TABLE ROCK ASPHALT CONST. CO., INC.

Address: 310 N. COMMERCIAL  
BRANSON, MO. 65616

Phone: (417) 334-2144

E-Mail: JOEL@TABLE.ROCK.ASPHALT.COM

APPROVED AS TO FORM:  
 9/16/20  
Chris Lebeck #51831 Date  
City Attorney

Tax ID: 44-0665420

Table Rock Asphalt Construction Co., Inc.  
310 N. Commercial  
Branson, MO 65616

### SCOPE OF WORK

1. Purpose: Table Rock Asphalt Construction Co., Inc. agrees to provide various strengths (see pricing page) of concrete for City projects as needed commencing from January 1, 2021 through December 31, 2021. Specific jobs are not outlined herein. Prices must remain firm for the term of the contract.

2. General Requirements:

2.1 All products must be of acceptable quality. If, at any time, Table Rock Asphalt Construction Co., Inc. fails to meet or correct problems involving the quality of the product, the City retains the right to cancel the contract.

2.2 Pricing must be a delivered price to the City job site located in Branson, MO.

2.3 Any quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.

3. Concrete Specifications:

The following is an excerpt from the City's published concrete specification.

#### SECTION 2000 CONCRETE

2003 MATERIALS. All material used in the manufacture of concrete shall conform to the following:

A. Concrete Control and Quality. The current editions of the "Bulletins" and Approved Sections of the "Standard Concrete Specifications" issued by the Mid-West Concrete Industry Board, Inc. (MCIB) are made a part hereof by reference. However, when the provisions of such "Bulletins" and "Sections" differ from these specifications, the provisions of this Specification shall govern.

B. Concrete. Concrete for use in construction shall conform to the requirements of Sections 2005 and 2006.

1. Cement. Portland cement shall conform to ASTM C-150, Type I, II or III.
2. Coarse Aggregate. Coarse Aggregate shall conform to MCIB Section 4.
3. Fine Aggregate and Mixing Water. Fine aggregate and mixing water shall conform to MCIB Section 4.
4. Admixtures. Admixtures shall conform to MCIB Section 5 and ASTM 494.
5. Fiber mesh. 1.5 pounds per ton, prefer Solomon Brand or approved equal.

2005 CONCRETE MIX DESIGNATIONS. The following tabulation indicates minimum strengths for the various types of concrete which will be accepted.

Class	Min. Compressive Strength		Slump
	7-days	28-days	
I	2000 psi	3000 psi	4 inches max.
II	2650 psi	4000 psi	2-4 inches max.

2006 LIMITING REQUIREMENTS. Each concrete mix shall be designed and concrete shall be controlled within the following limits.

Class I	Slump	Course Aggregate	Max. Size	Cement	Max. Water	Max. Gals
				Content	Cement	Water per
				Lbs./C.Y.	Weight Ratio	Sack of Cement
(3000 psi)	4"	1"	480	.542		6.12
Class II (4000 psi)	2"	1"	558	.421		4.75
	3"	1"	588	.421		4.75
	4"	1"	618	.421		4.75

The quantity of portland cement shall be not less than that shown in the preceding table. The use of plasticizers in concrete mixes shall only be as approved by the Engineer. If an approved plasticizer is utilized in the concrete mix, the cement factor shown shall be decreased ten (10) percent, or as approved by the Engineer.

The initial set as determined by ASTM C403 shall be attained 5-1/2 hours, plus or minus one hour, after the water and cement are added to the aggregates. If such use has been approved by the Engineer, the quantity of retarding or accelerating admixture shall be adjusted to compensate for variations in temperature and job conditions. The admixture content shall be in accordance with the recommendations of the manufacturer for compliance with these specifications.

The total volumetric air content of concrete after placement shall be six (6) percent, plus or minus one (1) percent.

The minimum acceptable compressive strengths shall be as determined by ASTM C39.

As the work progresses, the Engineer reserves the right to change the proportions from time to time if conditions warrant such changes to produce a satisfactory job. Any such changes may be made within the limits of the specifications at no additional compensation to the Contractor.

2007 BATCHING AND MIXING. Concrete shall be furnished by an acceptable ready-mixed concrete supplier and shall conform to ASTM C94.

The consistency of concrete shall be suitable for placement conditions. Aggregates shall float uniformly throughout the mass and the concrete shall flow sluggishly when vibrated or spaded. The slump shall be kept uniform.

The maximum load limits must not exceed the legal maximum gross weight allowed by MoDot Bridge weight limits.

PRICING PAGE

Table Rock Asphalt Construction Co., Inc. provided pricing information as specified below to provide concrete and/or additives as specified in accordance with the terms and conditions of this contract.

Product	Price per cu. yd. Delivered
001. Class II 3000-psi strength concrete with air	\$ <u>133.00</u> / CY.
002. Class II 3500-psi strength concrete with air	\$ <u>135.45</u> / CY.
003. Class II 4000-psi strength concrete with air	\$ <u>137.80</u> / CY.
004. MoDot pcep HE 10.5 sack concrete	\$ <u>154.95</u> / CY.
005. MoDot B1 with air	\$ <u>138.00</u> / CY.
006. 1% calcium added	\$ <u>2.20</u> / CY.
007. 2% calcium added	\$ <u>4.40</u> / CY.
008. Fibermesh added	\$ <u>6.50</u> / CY.
009. Winter Service charge November 1 thru March 15	\$ <u>5.00</u> / CY.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL ACCEPTING THE PROPOSAL OF TABLE ROCK ASPHALT CONSTRUCTION CO. INC. PERTAINING TO STONE AND ASPHALT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** PUBLIC WORKS DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The bid package for stone and asphalt was posted on August 22, 2020. All bidding requirements were followed per city code and six companies were notified of the bid opening. One sealed bid was received from Table Rock Asphalt Construction Co., Inc and opened on September 10, 2020 at 3:00 p.m. in the City Clerk’s office for the purchase of stone and asphalt for a period of one year (January 1, 2021 through December 31, 2021) for city projects.

Product	Estimated Quantity (Tons)	Price per ton picked up	Price per ton delivered
<b>Table Rock Asphalt Construction Co.</b>			
1" Base Rock	1,600	\$ 5.50	\$ 9.20
1" Clean Rock	200	\$ 9.50	\$ 13.20
1" Pug Base	75	\$ 6.30	\$ 10.00
0-6" rock	300	\$ 5.50	\$ 9.20
3/8" Chips (clean)	100	\$ 11.95	\$ 15.65
2" Rock (clean)	100	\$ 7.20	\$ 10.90
Rock Ditch Liner (Rip Rap)	100	\$ 20.00	\$ 23.90
2-6" Rock (clean)	100	\$ 6.40	\$ 10.10
1" Black Base	75	\$ 56.00	\$ 59.70
Hot Mix Asphalt	500	\$ 59.00	\$ 62.70
Cold Mix Asphalt	40	\$ 68.00	\$ 71.70

- Staff recommends the bid with Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt in a total not to exceed amount of \$60,000.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the proposed FY2021 budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** TR

**ATTACHED EXHIBITS:**

**ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF TABLE  
ROCK ASPHALT CONSTRUCTION CO., INC. PERTAINING TO  
THE PURCHASE OF STONE AND ASPHALT AND  
AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**DETAILED ANALYSIS:**

- Funds have been allocated in the proposed FY2021 transportation budget and various departmental operating budgets.

BILL NO. 5889

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE PROPOSAL OF TABLE ROCK ASPHALT CONSTRUCTION CO., INC. FOR THE PURCHASE OF STONE AND ASPHALT FOR THE PUBLIC WORKS STREETS DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson advertised for proposals for purchase of stone and asphalt for street maintenance; and

**WHEREAS**, Table Rock Asphalt Construction Co., Inc. has been recommended by staff; and

**WHEREAS**, the Board of Aldermen desire to award the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: That the Board of Aldermen hereby accepts the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt for street maintenance in the amount not to exceed \$60,000.00 and authorizes the Mayor to execute the contract hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and after its passage and approval.

Read this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*COLL # 51831 10/7/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: \_\_\_\_\_

## PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this 17<sup>TH</sup> day of SEPTEMBER, 2020, by and between the City of Branson, Missouri (the "City") and Table Rock Asphalt Construction Co., Inc. ("Seller").

WHEREAS, the City of Branson desires to purchase and the Seller agrees to sell to the City certain commodities more particularly described in **Exhibit A** (bid); and

WHEREAS, the Seller made certain representations and statements to the City with respect to the provision of such commodities and the City has accepted the Seller's proposal;

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **stone and hot mix asphalt, from a date beginning on January 1, 2021 to a date ending December 31, 2021.**
2. **Quantities to be Purchased and Purchase Price.**
  - a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**
  - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
  - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Sixty Thousand Dollars (\$60,000.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
  - a. The Seller is responsible for the costs of shipment.
  - b. Time is of the essence with respect to each shipment.
  - c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
  - d. Deliveries are to be made to: **Various locations in Branson, Missouri 65616.**

4. **Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.
5. **Inspection and Acceptance.**
  - a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
  - b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
  - c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.
6. **Warranty.**
  - a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
  - b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
  - c. Any implied warranties are not altered by this written contract.
  - d. Additional terms: N/A.
7. **Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
8. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.
9. **Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

- 10. Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.460 et seq. RSMo. shall not be violated. Seller 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 work to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
- 11. Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
- 12. Termination of Contract.** The City reserves the right to terminate the contract at any Time if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City. In the event of such termination, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby.
- 13. Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller 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, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 14. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 15. Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.
- 16. 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 Taney County, Missouri.
- 17. Missouri Immigration Law Affidavit.** After January 1, 2009, the Seller takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to



Table Rock Asphalt Construction Co., Inc.  
 310 N. Commercial  
 Branson, MO 65616

**SCOPE OF WORK**

1. Purpose: Table Rock Asphalt Construction Co., Inc. agrees to provide base rock and hot-mix asphalt for various construction projects for the period commencing January 1, 2021 through December 31, 2021. Prices must remain firm through the term of the contract.

2. General Requirements:

- 2.1 All products must be of acceptable quality. If, at any time, Table Rock Asphalt Construction Co., Inc. fails to meet or correct problems involving the quality of the product, the City retains the right to cancel the contract.
- 2.2 Pricing should be separated showing a price for pickup at the Table Rock Asphalt Construction Co., Inc.'s location or a delivered price to the City job site located in Branson, MO.
- 2.3 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.

Product	Estimated Usage
1" Base Rock	1,600 ton
1" Clean Rock	800 ton
1" Pug Base	75 ton
(must be run through a pug mill)	
0-6 Rock	300 ton
3/8" Chips (clean*)	100 ton
2" Rock (clean*)	100 ton
Rock Ditch Liner (Rip-Rap)	100 ton
2-6" Rock (clean*)	100 ton
1" Black Base	75 ton
Hot mix Asphalt	500 ton
Hot mix Asphalt (superpave)	20 ton
Cold Mix Asphalt	40 ton

\* Clean rock shall not have dirt, mist colored rock, or mud.

**Material Specifications**

**AGGREGATE:**

1" Base Rock – MoDOT Type 1

Sieve Size	Percentage Passing by Weight
Passing 1-inch	100
Passing 1/2-inch	60-90
Passing No. 4	35-60
Passing No. 30	10-35

1" Clean Rock – MoDOT Grade B

Gradation B Sieve Size	Percentage Passing by Weight
1-inch	100
3/4-inch	90-100
3/8-inch	20-55
No. 4	0-10
No. 8	0-5

1" Pug Base – MoDOT Type 1 base rock run through a pug mill.

(Base 1 material shall have a standard dry density ran and base material mixed to optimum moisture content)

3/8" Chips (clean) – MoDOT Grade C

Sieve Size	Percentage Passing by Weight
Passing 1/2	100
Passing 3/8	95-100
Passing No. 4	0-35
Passing No. 200	0-2

2" Rock (clean) -- MoDOT Grade A

Sieve Size	Percentage Passing by Weight
2-inch	100
1 1/2-inch	90-100
1-inch	50-65
1/2-inch	25-35
No. 4	0-10
No. 8	0-5

0-6" Rock

Sieve Size	Percentage Passing by Weight
6-inch	100
Passing No. 40	0-60
Passing No. 10	1-10

Rock Ditch Liner (Rip-Rap) -- MoDOT Type 3

(Type 3 Rock Ditch liner shall consist of material with predominant rock size 19", a maximum rock size of 20" and a gradation such that no more than 15 percent will be less than 4" in diameter)

2-6" Rock (clean)

**ASPHALTIC CONCRETE PAVEMENT**

1" Black base -- MoDOT Bituminous Black Base

Sieve Size	Percentage Passing by Weight
1-inch	100
3/4-inch	85-100
1/2-inch	60-90
3/8-inch	-----
No. 4	35-65

No. 8	25-50
No. 16	-----
No. 30	10-35
No. 200	4-12

Hot Mix Asphalt – BP-1 MoDOT Bituminous Pavement

Sieve Size	Percentage Passing by Weight
1-inch	100
3/4-inch	100
1/2-inch	85-100
3/8-inch	-----
No. 4	50-70
No. 8	30-55
No. 16	-----
No. 30	10-30
No. 200	5-12

Hot Mix Asphalt (Superpave) – MoDOT SP125

Sieve Size	Percentage Passing by Weight
3/4-inch	100
1/2-inch	90-100
3/8-inch	90-100
No. 8	25-58
No. 200	2-10

Cold Mix Asphalt

All material shall conform to Missouri Standard Specification for Highway Construction, 2019 Edition.

The maximum load limits must not exceed the legal maximum gross weight allowed by MoDot Bridge weight limits.

PRICING PAGE

Table Rock Asphalt Construction Co., Inc. provided pricing information as specified below to provide base rock and cold-mix or hot mix asphalt for various construction projects as specified in accordance with the terms and conditions of this contract.

	Product	Estimated Quantity	Price per ton picked up	Price per ton delivered
001.	1" Base rock	1,600 ton	\$ <u>5.50</u>	\$ <u>9.20</u>
002.	1" Clean rock	200 ton	\$ <u>9.50</u>	\$ <u>13.20</u>
003.	1" Pug Base	75 ton	\$ <u>6.30</u>	\$ <u>10.00</u>
004.	0-6" Rock	300 ton	\$ <u>5.50</u>	\$ <u>9.20</u>
005.	3/8" Chips (clean)	100 ton	\$ <u>11.95</u>	\$ <u>15.65</u>
006.	2" Rock (clean)	100 ton	\$ <u>7.20</u>	\$ <u>10.90</u>
007.	Rock Ditch Liner (Rip Rap)	100 ton	\$ <u>20.00</u>	\$ <u>23.90</u>
008.	2-6" Rock (clean)	100 ton	\$ <u>6.40</u>	\$ <u>10.10</u>
009.	1" Black base	75 ton	\$ <u>56.00</u>	\$ <u>59.70</u>
010.	Hot mix asphalt	500 ton	\$ <u>59.00</u>	\$ <u>62.70</u>
012.	Cold Mix Asphalt	40 ton	\$ <u>68.00</u>	\$ <u>71.70</u>



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE FIRST RENEWAL OF THE SERVICES CONTRACT WITH UNDER THE WIRE, LLC PERTAINING TO TRAFFIC SIGNAL MAINTENANCE SERVICES FOR THE CITY AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

**INITIATED BY:** PUBLIC WORKS/ENGINEERING

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- Bids were received on January 15, 2020 for the annual traffic signal maintenance and repair of city traffic signals. The bid included an option to renew for up to three (3) additional successive one-year terms. Review and approval by the Board of Aldermen is required prior to entering into a renewal of the contract.
- A services contract was accepted and approved by the Board of Aldermen with Under the Wire, LLC on May 26, 2020 for a not to exceed amount of \$16,750 for fiscal year 2020.
- This is the first of three optional renewals allowed in the original Request for Bid. With Board approval of this renewal, Under the Wire, LLC agrees to hold the original contract unit pricing for fiscal year 2021.
- Staff recommends the option for the first renewal with Under the Wire, LLC for the traffic signal maintenance and repair of city traffic signals for FY2021 in the not to exceed amount of \$16,500.
- Funds for this service are projected in various departmental budgets for fiscal year 2021.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the proposed 2021 budget
- Other (see additional explanation)

**COMMUNITY PLAN 2030:** Governance

**ATTACHED EXHIBITS:**

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**AN ORDINANCE APPROVING THE FIRST RENEWAL OF THE SERVICES CONTRACT WITH UNDER THE WIRE, LLC PERTAINING TO TRAFFIC SIGNAL MAINTENANCE SERVICES FOR THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson accepted the bid proposal of Under the Wire, LLC for the annual traffic signal maintenance and repair of city traffic signals on January 15, 2020; and

**WHEREAS**, upon accepting the proposal, the contract was executed for a term of one year, with the City's option to renew the contract for the following three subsequent years (2021-2023); and

**WHEREAS**, the City now desires to renew the contract with Under the Wire, LLC for the 1st Renewal Period from January 1, 2021 through December 31, 2021.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the 1<sup>st</sup> Renewal Period (January 1, 2021 through December 31, 2021) of the contract with Under the Wire, LLC for traffic signal maintenance and repair services of city traffic signals in an amount not to exceed \$16,500.00 attached hereto as Exhibit "A" and authorizes the Mayor to execute the contract.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Cell #51831, 10/7/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: C2020-0152

Sub-Contract Number: \_\_\_\_\_

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

THIS RENEWAL made and entered into this 21 day of September, 2020, by and between the City of Branson, Missouri (the "City") and Under the Wire, LLC ("Service Provider") for renewal period One from January 1, 2021 to December 31, 2021.

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

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1**.

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Five Hundred Dollars (\$16,500.00)**, all of which is dependent upon budget appropriations.

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

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

**SERVICE PROVIDER:**

By: Jeanel L. Brown 9/21/2020  
(Signature) Date

Name: Jeanel L. Brown  
(Printed Name)

Title: Owner

Company Name: Under the Wire, LLC

Address: 3758 White Oak Rd.

Phone: Fordland, MO 65652  
417-844-1161

E-Mail: underthewirellc@gmail.com

**CITY OF BRANSON, MISSOURI**

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

**APPROVED AS TO FORM:**

Call # 51831 9/11/20  
Chris Lebeck #51831 Date  
City Attorney

Master Contract Number: C2020-0152**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 25 day of February, 2020, by and between the City of Branson, Missouri (the "City") and Under the Wire, LLC ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The initial term of the contract will be from a date beginning on the execution date of this contract to a date ending December 31, 2020, with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The**

**contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Seven Hundred Fifty Dollars (\$16,750.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **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.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

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

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Joanne L. Brown 2/25/2020  
(Signature) Date

E. Edd Akers 2/26/20  
E. Edd Akers Date  
Mayor

Name: Joanne L. Brown  
(Printed Name)

Title: Owner

Company Name: Under The Wire, LLC

Address: 3758 White Oak Rd.

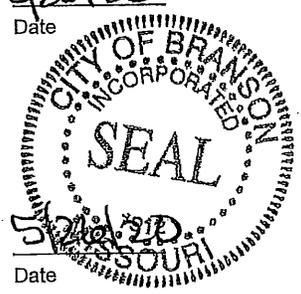
Fordland, MO 65652

Phone: 417-844-1161

E-Mail: underthewirellc@gmail.com

Tax ID: 47-2835075

ATTEST:  
Lisa K Westfall  
Lisa K Westfall  
City Clerk



**APPROVED AS TO FORM:**

Chris Lebeck #51831  
Chris Lebeck #51831  
City Attorney

1/30/20  
Date

Under the Wire, LLC  
3758 White Oak Rd.  
Fordland, MO 65652

### Scope of Contract

1. Purpose: Under the Wire, LLC agrees to assist city staff with installation and maintenance of the City's traffic signal equipment. This contract shall encompass Traffic Signal Maintenance for the sixteen (16) traffic signals and five (5) crosswalks located in the city. Conditions of the work covered under this Contract are for both routine repair and maintenance and emergency work. During the contract period Under the Wire, LLC will be available for any and all traffic signal maintenance and repair jobs required by the City.

2. Minimum Qualifications:

2.1 Under the Wire, LLC shall possess the necessary experience in installation, programming, maintenance, troubleshooting and repair of traffic signal systems required. Possession of a traffic signal technician certification from an accredited trade association such as International Municipal Signal Association (IMSA) is required.

Under the Wire, LLC shall possess the necessary experience with troubleshooting and repair of railroad (downstream of railroad equipment) and emergency vehicle pre-emption systems.

2.2 Under the Wire, LLC shall perform all work in accordance with the latest editions and most current revisions and additions of:

- a. The Standard Specifications for Road, Bridge and Municipal Construction, adopted by the Department of Transportation;
- b. The Manual on Uniform Traffic Control Devices for Streets and Highways, (MUTCD) adopted by the Department of Transportation;
- c. The National Electric Safety Code and Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines;
- d. The City of Branson Technical Specifications for Public Improvement Projects.

In case of conflict with any parts of the repairs, the City shall determine prior to commencement of work what standard(s) shall apply.

### 3. Scope of Work

- 3.1 Installation of Radar Detection Systems including mounting brackets, radar heads, pulling power and communication wire and terminating in control cabinet.
- 3.2 Removal of detection system wiring and equipment.
- 3.3 Removal and installation of traffic signal cabinets including the disconnection and reconnection of power, communication and detection wiring systems.
- 3.4 Removal and installation of new traffic signal related equipment damaged in vehicle accidents, weather, etc.
- 3.5 Assist city staff with troubleshooting traffic signal related issues.
- 3.6 Relocation and installation of pedestrian crossing poles, heads, buttons, etc.  
These tasks are not intended to be exhaustive, but rather representative of the type of work Under the Wire, LLC is expected to complete.
  
- 3.7 Emergency Work. Under the Wire, LLC shall respond to calls for Emergency traffic signal situations from authorized parties (see below) within two (2) – four (4) hours during normal weather and traffic conditions, twenty-four (24) hours a day seven (7) days a week (including holidays). Emergencies shall include the following:
  - a. Intersection is dark (power failure)
  - b. Replacing poles, cabinets and other traffic signal related equipment damaged in vehicular accidents.
  - c. Assist city staff with trouble shooting and installation of city provided materials and equipment.

This is not an all-inclusive list. Other types of repairs and services may be required. For the purposes of this bid, an emergency is defined as any condition(s) which is a threat to the safety of drivers and/or property, or a condition that will affect the traffic flows as determined by the Director of Public Works/Engineering or the Project Manager. In the event that there are not four (4) regular working hours remaining in the day that a call is received, Under the Wire, LLC will be expected to work overtime if requested or respond within the first working hour of the following work day. Under the Wire, LLC shall provide the City with a twenty-four (24) hour emergency contact phone number.

- 3.8 Non-Emergency Response. All other traffic signal calls from the City shall be considered Non-Emergency, and response shall be made within four (4) hours. Such response shall be available twenty-four (24) hours a day, including Saturdays, Sundays and holidays.

3.9 The only City personnel authorized to call for traffic signal service responses (emergency or non-emergency) shall include: Director of Public Works/Engineering, Project Manager and Public Works Operations Manager.

a. Under the Wire, LLC is aware that the Police Department personnel are **not authorized** to make direct calls to Under the Wire, LLC for any traffic signal maintenance work.

3.10 Under the Wire, LLC shall service, repair, replace parts, or place in temporary operating condition, any damaged or out of order equipment. Repairs may require removal of damaged equipment, erection and maintenance of signs, barricades, temporary signals, or lights as necessary for protection of the public and to guide or regulate traffic. Work may also include repair or replacement of damaged conduit or wiring extending beyond the post.

3.11 Except as provided in the Section entitled Extra Work, no additional compensation shall be paid for providing emergency maintenance or repairs.

3.12 Regular service shall be made available between the hours of 7:00 a.m. and 4:00 p.m., Monday thru Friday, excluding City recognized holidays. All work requested outside of these times shall be considered EMERGENCY after hour's service and shall be charged at the rate specified in the bid.

#### 4. Extra Work

4.1 For each accident, the city reserves the right to make recovery for all damages from the damaging party or parties.

4.2 Under the Wire, LLC shall furnish an individual, itemized invoice upon completion of extra work.

#### 5. Traffic Control

5.1 Under the Wire, LLC shall provide adequate traffic control for work area protection.

5.2 All personnel, signs, barricades, and any other traffic devices necessary shall be provided by Under the Wire, LLC.

5.3 The City shall make no separate payment for this work.

5.4 Traffic control includes but is not limited to the following:

- a. Whenever possible, the work site on a two-lane street or highway shall be confined to one traffic lane leaving the opposite open to traffic.
- b. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
- c. Work vehicles shall have their flashing lights operating, but not as a substitute for any traffic control devices, for work area protection.
- d. Warning signs such as "Workers Ahead" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 30 inches by 30 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 24 inches above the pavement.
- e. Cones used as daytime channeling devices shall be at least 28 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
- f. Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length shall be calculated using the latest MUTCD guidelines.
- g. For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.
- h. Should complete street closure be required for a minimum of 8 hours on any given day to complete contract work, Under the Wire, LLC shall notify the Project Manager to foster communication with the public and appropriate barricades (at least 3 Type III barricades at each intersection) and "Road Closed" and "Detour" arrow signs shall be used to direct traffic around the work area.
- i. Flaggers shall be appropriately dressed (reflective vests, etc.) to alert motorists, and shall stand in a conspicuous position facing approaching traffic and shall use the proper traffic control sign when directing traffic.

## 6. Inspection of Work

- 6.1 All work shall be completed to the satisfaction of the City's Project Manager who will resolve any questions as to proper procedures or quality of workmanship.

## 7. Unsatisfactory Work

- 7.1 If at any time during the contract, the service performed or work done by Under the Wire, LLC is considered by the City to create a condition that threatens the health, safety or welfare of the community, Under the Wire, LLC shall, on being notified either by written or oral notice, immediately correct such deficient service or work.
- 7.2 In the event Under the Wire, LLC fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of Under the Wire, LLC.

## 8. Estimates:

- 8.1 Under the Wire, LLC shall provide written, "not to exceed" estimates on all projects except emergencies. This estimate shall include the estimated number of hours, hourly rate, number of types of employees required, estimated material cost and number of calendar days required to complete the work. Under the Wire, LLC shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days.
- 8.2 It shall be Under the Wire, LLC's responsibility to ensure they have all information to prepare accurate estimates.
- 8.3 Work shall only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization, actual work shall not exceed Under the Wire, LLC's estimate.
- 8.4 It is the City's intent to get the best quality work at a competitive price. If, in the city's opinion, an estimate seems unreasonable, the City will inform Under the Wire, LLC. If an agreement on a competitive price cannot be reached, the City will use another vendor to complete the work.

## 9. Prices:

### Parts:

- 9.1 All parts, maintenance items, etc. not provided by the City must be invoiced separately. Please refer to the pricing page. Actual cost may be used plus a percentage markup.

9.2 All parts and materials supplied by Under the Wire, LLC and used on City equipment shall be preapproved by the Project Manager. No parts, accessories, or supplies shall be used which might void the manufacturer's warranty.

9.3 Any part removed is City property and shall be returned or disposed of as directed by the Public Works/Engineering Department unless new parts prices are predicated upon an exchange basis.

10. Labor:

10.1 Prices quoted shall include all labor costs, insurance, overhead, profit, mobilization, travel time, mileage and exclude taxes. Prices quoted must be firm for the term of the contract.

10.2 Labor (regular and overtime), pertaining to repairs must be invoiced separately.

10.3 Labor must have a minimum warranty of 90 days.

11. Invoicing:

11.1 The city agrees to pay Under the Wire, LLC in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Under the Wire, LLC and subject to approval by the Director of Public Works/Engineering or the Project Manager, that Under the Wire, LLC fully performed the work satisfactorily.

12. Subcontracting:

12.1 Under the Wire, LLC must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Under the Wire, LLC must submit a list of subcontractors to the Public Works/Engineering Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without prior approval of the City.

13. Evaluation: Bidders will be evaluated based on the following criteria:

- 13.1 Vendor qualification.
- a. Location of principal office.
  - b. Normal business hours.

- c. Guaranteed non-emergency response time to site.
- d. Guaranteed emergency response time to site.
- e. Guaranteed emergency response time weekends, holidays and after-hours.

13.2 Service

- a. Program and troubleshoot 170 and 2070 controllers.
- b. Program and troubleshoot NEMA controllers.

13.3 Technicians

- a. Technicians are IMSA or equivalent certified
- b. Alternate technician available in event technician is unavailable.

13.4. Cost

- a. Equipment rate
- b. Normal trip charge to Branson
- c. Normal hourly rate
- d. After hours, weekend and holiday rate

14. Contractor Guarantee. Under the Wire, LLC shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by Under the Wire, LLC and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of twelve (12) months after acceptance by the City. If material is provided by the City, Under the Wire, LLC shall determine that the material is in good condition and shall notify the Project Manager, of any defects before accepting material. Under the Wire, LLC shall repair, replace or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

15. Utility Conflicts. Under the Wire, LLC shall make every effort to locate all underground pipe lines and conduits by contacting owners of underground utilities, by prospecting, or otherwise, in advance of trench excavation or boring operations. Under the Wire, LLC will be solely responsible for any or all damages whether direct, indirect, or consequential to underground or above ground utilities and pipelines and the surroundings and shall indemnify and hold harmless the Owner and Engineer for any and all claims or judgments whenever made as a result of his actions.

16. Protection and Maintenance of Public and Private Property. Under the Wire, LLC shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work

performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

All replacement of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the Project Manager.

Under the Wire, LLC shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by him or his sub-contractors. Under the Wire, LLC shall make satisfactory and acceptable arrangements with the Owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

17. Citizen Claims. In the event that a citizen makes a claim against Under the Wire, LLC, then Under the Wire, LLC shall do the following:

17.1 Investigate a claim when notified by a citizen or the City

17.2 Within a reasonable period of time after completing the investigation, Under the Wire, LLC shall notify the person making the claim or a part thereof. The City shall receive a copy of the notification.

17.3 Claim shall not be denied for frivolous reasons.

In the event the City determines after notification by a citizen that Under the Wire, LLC has failed to comply with the above provisions and after notifying Under the Wire, LLC and determining that Under the Wire, LLC has failed to comply with the above provisions, the City, may, in its discretion, withhold payment to Under the Wire, LLC until the provisions set forth above are complied with.

PRICING PAGE

Under the Wire, LLC must provide pricing information as specified below to provide (1) Annual Traffic Signal maintenance and (2) Traffic Signal emergency repair services in accordance with the terms and conditions of the contract.

001. Labor for installation/maintenance during regular hours	\$ 93.00 / hour
003. Labor for installation/maintenance (emergency, after hours)	\$ 123.00 / hour
004. Parts (cost plus markup)	14 %
005. Bucket Truck Rate	\$70.00 / hour
006. Installation of detection loops (per MoDOT Standards)	\$ 6.10 / LF



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE 2021 DELTA VISION PLAN PREMIUMS THROUGH DELTA DENTAL OF MISSOURI FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** HUMAN RESOURCES DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020

**FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The cost for dental insurance through Delta Vision remained flat for 2021.
- Regardless of the coverage level chosen, the employee pays 100% of the premium.
- The coverage is for materials only as the eye examinations are covered at no additional cost under each of the Anthem medical insurance plans.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** COMMUNITY: 4.1.3: Continue to promote health and wellness to employees and the community.

**ATTACHED EXHIBITS:**

BILL NO. 5891

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE 2021 DELTA VISION PLAN PREMIUMS THROUGH DELTA DENTAL OF MISSOURI FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson’s insurance broker, Ollis Akers & Arney Insurance evaluated vision coverage options available to the City and recommends Delta Vision; and

**WHEREAS**, the Board of Aldermen desires to allow employees to purchase vision coverage through a group plan as part of employee benefits in 2021.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves DELTA DENTAL OF MISSOURI for DELTA VISION PLAN COVERAGE FOR FULL-TIME EMPLOYEES OF THE CITY OF BRANSON, and authorizes the Mayor to execute the contract in substantially the form attached as Exhibit “1”.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

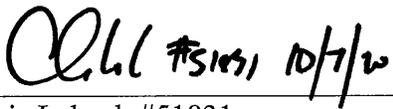
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



DeltaVision®

Group Vision Application – MISSOURI  
GROUP ID 18010201

Group Sponsor Name: City of Branson

Phone: (417) 335-6042

Address: 110 West Maddux, Suite 200

City: Branson State: MO Zip: 65616

**TERMS**

A check for the first month's premium and other applicable fees is **NOT REQUIRED** to begin processing.

Effective Date of Benefits: 01 / 01 / 2021 Renewal Date of Benefits: 01 / 01 / 2022

Contract Term: 12 months

Group Sponsor elects to offer the following coverage to its employees:

DELTAVISION INSURANCE – SP 150 Policy  Year Plan

Copays \$ na / \$ 25; Frequencies 12 / 12 / 12

Contacts & Glasses available in same Benefit Period?  Yes  No

Benefits Notes: \_\_\_\_\_

**Initial Monthly Premium Rate VOLUNTARY or GROUP SPONSOR PAID:**

Member Only	\$ <u>5.45</u>
Member PLUS Spouse	\$ <u>10.20</u>
Member PLUS One	\$ _____
Member PLUS Child(ren)	\$ <u>11.58</u>
Member PLUS Family	\$ <u>16.88</u>

**Participation:** Depending on group size and coverage elected, specific participation requirements (minimum 2 enrolled Voluntary) will apply. Participation must be met before the insurance can be effective and must be maintained continuously while insurance is in force to prevent cancellation of coverage.

Under ERISA (Employee Retirement Income Security Act of 1974), it is required that there be a named fiduciary for each employee benefit plan. It is understood that the undersigned Group Sponsor is the named fiduciary for each employee benefit plan. Group Sponsor hereby certifies that the information provided herein is true and complete to the best of its knowledge and that Group Sponsor has read and understands this form.

The information contained herein describes the essential provisions of the elected coverage(s) selected by Group Sponsor. By signing this form, both parties agree that these are the essential provisions of the coverage Group Sponsor is purchasing and that the "Membership Agreement" between the parties consists of the Master Policy, Member Certificate (including any riders or attachments), this Group Vision Application, and the Member Enrollment Forms, all of which are incorporated herein by reference. Except as otherwise provided in the Membership Agreement documents, this form and those documents may be changed by the mutual written agreement of the parties.

DeltaVision® is underwritten by Advantica Insurance Company and administered by Delta Dental of Missouri and Superior Vision Services, Inc. Advantica Insurance Company's trade name and mark are owned by Delta Dental of Missouri. Superior Vision™'s trade name and mark are owned by Versant Health. Advantica Insurance Company and Superior Vision are not sponsored or endorsed by the Delta Dental Plans Association. Delta Dental and DeltaVision® are registered trademarks of the Delta Dental Plans Association.



ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION TO OBTAIN INSURANCE IS GUILTY, OR MAY BE GUILTY, OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

Signature of Authorized Representative of Group Sponsor: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: E. Edd Akers Title: Mayor

Signature of Representative of Advantica Insurance Company: Christine Waltman Date: 8/24/2020

Printed Name: Christine Waltman Title: Regional Account Manager

Advantica Insurance Company: P.O. Box 8510, St. Louis, MO 63126-0510

APPROVED AS TO FORM:

Call #5183, 9/4/20

City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING PAYMENTS FOR THE 2021 SUPPLEMENTAL INSURANCE PREMIUMS, FLEXIBLE SPENDING ACCOUNTS AND HEALTH SAVINGS ACCOUNTS AND APPROVING ENROLLMENT OF ALL HEALTH COVERAGES TO BE MANAGED THROUGH AMERICAN FIDELITY ASSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** HUMAN RESOURCES DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The costs for supplemental insurance and pre-tax flexible spending are paid solely by the employee, but at a group rate facilitated by the City of Branson.
- American Fidelity does not charge for administration flexible spending accounts. Their stated intention is that flexible spending accounts will always be at no costs to their clients. Furthermore, American Fidelity will not collect from the City balances owed by employees who leave employment prior to fulfilling what they had spent from their flexible spending accounts.
- The City will be switching Health Savings Account management services from HSA Central to American Fidelity. With American Fidelity, employees will be better served as HSA accounts may be set up while enrolling for benefits (currently they must make a separate appointment and there are frequent delays), and the employees will no longer be charged monthly fees on their accounts.
- American Fidelity’s platform for insurance enrollments allows for a far greater customer-oriented service than the prior platform used. In this, all employee insurance – both City provided and optional – will be administered on one unified platform. With the addition of HSAs to the platform, all benefits enrollment will be seamless, easier to administer and more convenient for employees.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** COMMUNITY: 4.1.3: Continue to promote health and wellness to employees and the community.

**ATTACHED EXHIBITS:**

**ITEM/SUBJECT: READING OF A BILL APPROVING PAYMENTS FOR THE 2021 SUPPLEMENTAL INSURANCE PREMIUMS, FLEXIBLE SPENDING ACCOUNTS AND HEALTH SAVINGS ACCOUNTS AND APPROVING ENROLLMENT OF ALL HEALTH COVERAGES TO BE MANAGED THROUGH AMERICAN FIDELITY ASSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**DETAILED ANALYSIS:**

Optional insurance coverages, as well as FSA monies, are paid solely by the employee.

The City will contribute HSA monies based on the approved Employer/Employee medical insurance cost sharing plan; employees may add addition monies to their HSA accounts, up to IRS limits.

American Fidelity does not charge for using its enrollment platform.

For 2021 insurance coverages, American Fidelity staff will facilitate one-on-one enrollments and enrollments will be done virtually.

BILL NO. 5892

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING PAYMENTS FOR THE 2021 SUPPLEMENTAL INSURANCE PREMIUMS, FLEXIBLE SPENDING ACCOUNTS AND HEALTH SAVINGS ACCOUNTS AND APPROVING ENROLLMENT OF ALL HEALTH COVERAGES TO BE MANAGED THROUGH AMERICAN FIDELITY ASSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the Human Resources Department uses employee insurance enrollment services from American Fidelity; and

**WHEREAS**, the Board of Aldermen desires to assist employees in maintaining supplemental insurance and providing a means for pre-tax flexible spending and health savings accounts for medical or dependent care through American Fidelity Assurance Company.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the agreement with American Fidelity Assurance Company for supplemental coverages and payments for employee flexible spending, health savings accounts and for administration of enrollment for medical, dental, vision, life/AD&D and supplemental insurance coverages and authorizes the Mayor to execute the contract attached hereto as Exhibit "1."

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CLL #51831 10/7/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



## ENROLLMENT SUPPORT AGREEMENT

This Enrollment Support Agreement (this "Agreement") is made between American Fidelity Assurance Company, located at 9000 Cameron Parkway, Oklahoma City, OK 73114 ("Company") and City of Banson, located at 110 W. Maddux St., Suite 315, Branson, MO 65616 ("Client") effective as of the date signed by the Parties (the "Effective Date"). Company and Client may be referred to herein as a "Party" or the "Parties" as the context requires.

Company and Client wish to enter into an arrangement where the Company shall provide open enrollment support to Client and in exchange, Client shall perform certain administrative functions, in each case as set forth herein. For mutual consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### 1. ENROLLMENT SUPPORT.

- a. Company will provide open enrollment support to Client during mutually agreeable days and times (as more particularly described herein, the "Services").
- b. Company will provide its salaried account managers to Client and Client's employees during the enrollment.
- c. Company will offer employees its voluntary insurance products and services, and any additional plans the Parties may mutually agree upon to Client's employees.
- d. Company shall use the data provided by Client to provide enrollment support, and shall use such data in accordance with the terms of this Agreement.

#### 2. CLIENT UNDERTAKINGS.

- a. Client hereby grants Company the right to be Client's exclusive Section 125 administration provider, pursuant to the Flexible Spending Account Recordkeeping Agreement.
- b. Client hereby grants Company the right to offer to Client's employees Company-approved, voluntary insurance products and services, and any additional plans the Parties may mutually agree upon.
- c. Client shall provide adequate working conditions (for example, building space for one-on-one benefit reviews) during enrollment meetings that support Company's staff.
- d. Client shall provide such other cooperation and services to Company as may be mutually agreed to by and between the Parties.
- e. Client shall also provide to Company annual individual one-on-one access to Client's employees for the offering of additional supplemental employee benefits (the "Benefits") and ability to adequately communicate the supplemental plan offerings through a jointly determined and approved enrollment process outlined below.
- f. Client is granted a limited non-exclusive right to access and/or use the Software Platform. Client shall not attempt to copy, modify, or reverse engineer the Software Platform. Client shall use commercially reasonable efforts to maintain the security of access credentials, including usernames and passwords for the Software Platform and to prevent access by unauthorized personnel.

3. **ENROLLMENT PROCESS.**

a. Company will individually see all benefit-eligible employees to educate them and introduce them to the enrollment system, as well as walk them through their enrollment in the time frame the Client deems acceptable.

b. The online system will be accessible via an internet connection, and Company representatives are able to log on to AFEnroll (the "Software Platform") via an authentication protocol.

c. Company will re-enroll employees for Client's Section 125 plan, and concurrently Company will be able to offer employees its voluntary insurance programs that are currently available. Upon Client's request, Company will assist employees to enroll in Client's core insurance products selected by the employee.

d. Company will be allowed to conduct group meetings at each site relating to enrollment and to assist employees who may need help in answering questions and/or to help enroll in the system.

e. Client shall cooperate with Company in providing all information requested by Company in connection with providing services hereunder. Such information shall be provided at least 45 days in advance of the enrollment period.

f. Client acknowledges and agrees that if, at any time during the term of this Agreement, it elects to utilize any of Company's other enrollment options or other services, additional documentation may be required at the time of such election.

g. Client further agrees that to the extent specialized support is required to perform the Services, Company shall notify Client of any potential expenses for additional staffing or other resources (beyond those allotted to provide Services for the standard case).

4. **CLIENT DATA AND DATA SECURITY.**

a. Under this Agreement, Company may access, receive, transmit, or maintain non-public data from or on behalf of Client and its employees (collectively, "Client Data"). Client Data shall be treated as confidential and protected as provided herein. Client is and will remain the owner of Client Data.

b. Client hereby authorizes Company to use the Client Data to provide the Services; direct access to Client Data shall be limited to those representatives of Company who have a need to access Client Data in order to provide the Services.

c. In connection with the Services, Company will provide certain data back to Client, which data will be based on the Client Data, but will contain updates based on information gathered from employees during Company's provision of Services.

d. If Client's employees purchase Benefits from Company, Company will maintain certain fields of the Client Data necessary for the Benefits, along with some fields of Client Data for the provision of Section 125 services (this data shall be referred to herein as the "Service Data"; where applicable, Client Data and Service Data may be referred to collectively as "Data"). Client acknowledges that Company shall own the Service Data and shall be entitled to retain and use such Service Data in order to provide Benefits to Client employees. Company shall be entitled to use Service Data pursuant to the underlying agreements relating to the Benefits.

e. Data shall be shared between Company and Client at agreed-upon times, and via agreed-upon secured file transfer protocol (SFTP). Under no circumstance will Data be shared via non-secure email.

f. Company shall not share any Client Data with third Parties without written direction from Client, but may share Service Data where necessary to provide the Services or Benefits, provided that Company has entered into written agreements with any direct service provider (e.g., a third-party administrator) relating to data security that are no less stringent than this Agreement.

g. Company shall utilize appropriate administrative, physical and technical security measures to protect the confidentiality and integrity of the Data, including, without limitation, securing its facilities, utilizing industry-accepted and modern security and network appliances, encryption of Data, current and applicable security patches, application scanning, vulnerability testing, virus protection measures, network and endpoint protection measures, intrusion detection and prevention, and access controls. Company shall conduct a risk assessment annually and will implement corrective action plans to correct issues that are identified. Company shall implement appropriate personnel security procedures and practices, including, but not limited to, conducting background checks consistent with applicable law and providing appropriate privacy and information security training to its employees. Upon Client's written request, Company shall make available executive summaries of Company's audit evidence annually.

h. Company may use Client's network to access the internet; Company acknowledges and agrees that Client's computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, (collectively, "Client IT Assets") are Client's property. The Client IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for Client business. Company acknowledges and agrees that it has no expectation of privacy with respect to use of Client IT Assets.

i. Company agrees that it will require individuals or entities working on behalf of Company in the provision of Services to comply with the provisions of this Agreement and shall provide training consistent with paragraph (g) to promote such compliance.

j. Company and Client have either executed a Business Associate Agreement further addressing protections of Protected Health Information (as defined therein) (the "Business Associate Agreement") prior to the date hereof, or if they haven't executed a Business Associate Agreement, hereby incorporate the terms of the attached Business Associate Addendum attached hereto.

## 5. INSURANCE.

During the term of this Agreement, Company shall maintain the following insurance coverages (collectively, the "Insurance Policies"):

a. Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence covering against bodily injury, property damage and personal and advertising injury liability arising out of the alleged or actual omission, act or negligence of Company in the performance of its obligations under this Agreement.

b. Cyber Liability insurance with limits of no less than \$5,000,000 per occurrence to cover damages sustained by a third party from the unauthorized access to or theft of Data and the unauthorized disclosure or use of personally identifiable information in connection with this Agreement. Such cyber liability policy shall cover consumer notification expenses, credit monitoring costs and any other liability, loss or expense of any nature whatsoever arising out of

or related to the unauthorized access to or theft of Data and the unauthorized disclosure or use of personally identifiable information connected, in whole or part, to this Agreement.

6. **CLIENT RESPONSIBILITY FOR ACCURACY OF INFORMATION.**

CLIENT SHALL BE FULLY RESPONSIBLE FOR THE ACCURACY OF CLIENT DATA AND ANY OTHER INFORMATION OR REPORTS IT PROVIDES TO COMPANY. COMPANY SHALL RELY ON THE ACCURACY OF SUCH CLIENT DATA IN THE PERFORMANCE OF SERVICES HEREUNDER. ACCORDINGLY, COMPANY SHALL HAVE NO LIABILITY FOR AND CLIENT SHALL HOLD COMPANY HARMLESS FROM ANY CLAIMS, DAMAGES OR LOSSES ARISING FROM OR RELATING TO CLIENT'S PROVISION OF CLIENT DATA TO COMPANY.

7. **RELEASE OF DATA TO THIRD PARTIES.**

IN THE EVENT THAT CLIENT INSTRUCTS COMPANY TO RELEASE ANY CLIENT DATA TO THIRD PARTIES (TO CLIENT'S CONSULTANT OR OTHER INSURANCE CARRIERS, FOR EXAMPLE), CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED CONSENTS AND COMPLIANCE MATTERS, INCLUDING BUT NOT LIMITED TO PUTTING IN PLACE APPROPRIATE AGREEMENTS REQUIRING THE THIRD PARTIES TO ADEQUATELY SAFEGUARD CLIENT DATA. CLIENT AGREES TO HOLD COMPANY HARMLESS FROM ANY LOSS, DAMAGE, COSTS (INCLUDING ATTORNEY'S FEES) OR CLAIM THAT ARISES FROM OR IS RELATED TO RELEASE OF SUCH INFORMATION TO THE THIRD PARTY OR FROM ANY NEGLIGENT ACTIONS AND/OR OMISSIONS OF THE THIRD PARTY.

8. **CONFIDENTIALITY.**

Both Parties acknowledge that they will have access to and receive disclosure of certain confidential or proprietary information about each other, including, but not limited to business discussions and deliberations, marketing strategy and business plans, compliance-related information, network transmissions and other trade secrets (collectively, the "Proprietary Information"). Company shall use Proprietary Information only to provide the Services, and Company shall not disclose Proprietary Information to unauthorized third parties, and shall not use or disclose the Proprietary Information after the termination of the business relationship between Company and Client. Company shall return or destroy any Proprietary Information in its possession within thirty (30) days of the termination of the relationship between Client and Company. The obligations in this Section 8 are in addition to the obligations relating to Protected Health Information (as defined by HIPAA) set forth in the Business Associate Agreement executed by Company and Client. Client shall maintain the confidentiality of Company's Proprietary Information, and shall not disclose such Proprietary Information to any third party. Notwithstanding the foregoing, Proprietary Information shall not include any information that is or becomes generally available to the public or any information that is lawfully obtained by the disclosing party from a third party with the right to disclose such information. In the event of a breach or threatened breach of this provision, the provisions of this paragraph may be enforced by an injunction restraining the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of the non-breaching party. Nothing contained herein shall be construed as prohibiting either Party from pursuing any remedy available to it for a breach or threatened breach of this section. This provision shall survive the termination of this Agreement.

9. **COMPLIANCE WITH LAWS.**

In its performance of the Services, Company will comply with all applicable federal and state laws and regulations.

10. **LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF COMPANY FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM OR ANY AMOUNT PAID UNDER THE INSURANCE POLICIES, WHICHEVER AMOUNT IS GREATER. SUBJECT TO APPLICABLE LAW, COMPANY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. COMPANY WILL NOT BE LIABLE FOR DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, VIRUSES, SPYWARE, OR LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT. THE LIMITATIONS APPLY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **TERM; EFFECT OF TERMINATION.**

The initial term of this Agreement shall be one (1) year from the Effective Date ("Initial Term"). After the expiration of the Initial Term, this Agreement may renew upon written agreement of the parties. Either Party may terminate this Agreement at any time for any reason by providing a written notice of 30 days to the other party. Either Party may also terminate the Agreement for a material breach of this Agreement that remains uncured 30 days after written notice of the breach to the breaching Party. Upon termination of this Agreement, upon Client's request, Company shall destroy any Client Data that is not Service Data; *provided, however*, that Client acknowledges that if such destruction is requested, Company's ability to offer Services in the future may require additional disclosures of Client Data for later enrollments.

12. **MISCELLANEOUS.**

a. No Joint Venture. Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employment or agency relationship. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other Party to any contract, agreement, or undertaking with any third party.

b. Software Platform. Company certifies to Client that it has the right and license to make the Software Platform available for the benefit of Client, subject to the terms of use and privacy policy of the Software Platform.

c. Changes to Laws or Regulations; Force Majeure. This Agreement and the obligations of the Parties shall be subject to modification to comply with applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either Party have any claim against the other for failure of performance if such failure of performance is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

d. Services Provided to the Extent Permitted. The Services shall be provided to the extent permitted by law. Company does not provide tax or legal advice, and the Client must retain licensed professionals in order to obtain such advice.

e. Notice. Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth below the signature blocks.

f. Governing Law. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Missouri, without giving effect to any conflict of laws provisions thereof. Either Party may institute any legal suit, action, or proceeding arising out of this Agreement in the federal or state courts in each case located in Taney County, Missouri. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY.

g. Entire Agreement. This Agreement, along with the Business Associate Addendum, contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties.

h. Severability. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

i. Amendment. This Agreement may not be amended except by written instrument signed by the Parties.

j. No Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party who is so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof.

k. Rights are Cumulative. The rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

l. No Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

m. Headings. The headings used herein are for convenience only and shall not aid in interpretation of any term of the Agreement.

n. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same original. Signatures to this Agreement by

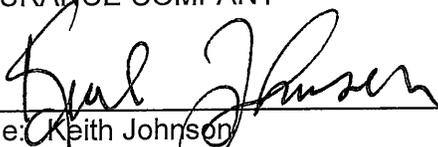
either of the Parties tendered via delivery of a PDF, facsimile or other reliable electronic delivery shall be binding as if they were originals.

o. No Third Party Beneficiaries. Except for the Parties, their successors and permitted assigns, there are no third party beneficiaries under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Enrollment Support Agreement as of the date written above.

AMERICAN FIDELITY  
ASSURANCE COMPANY

CITY OF BRANSON

By:   
Name: Keith Johnson  
Title: Senior Vice President

By: \_\_\_\_\_  
Name: Edd Akers  
Title: Authorized Signatory

Address for Notice:

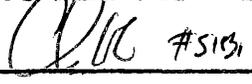
Address for Notice:

American Fidelity Assurance Company  
Attn:  
9000 Cameron Parkway  
Oklahoma City, OK 73114

City of Branson  
110 W. Maddux St.  
Suite 315  
Branson, MO 65616

With a copy to:  
American Fidelity Assurance Company  
Attn: Law Dept.  
9000 Cameron Parkway  
Oklahoma City, OK 73114

**APPROVED AS TO FORM:**

 #513, 9/16/20

**City Attorney**

**BUSINESS ASSOCIATE ADDENDUM  
(ENROLLMENT SUPPORT AGREEMENT)**

**THIS BUSINESS ASSOCIATE ADDENDUM** (the "Addendum") supplements and is made a part of, as applicable, the Enrollment Services Agreement (the "Agreement") by and between **AMERICAN FIDELITY ASSURANCE COMPANY**, with a principal place of business at 9000 Cameron Parkway, Oklahoma City, OK 73114 (hereafter "Business Associate") and **CLIENT** (hereafter "Covered Entity") and is effective as of the date of the Agreement.

**WHEREAS**, Business Associate may have access to, create or receive Protected Health Information, as hereinafter defined, on behalf of the Covered Entity in connection with services to be provided by Business Associate to Covered Entity under the Agreement from time to time; and

**WHEREAS**, Covered Entity wants to satisfy the applicable requirements of the Privacy Rule, Security Rule and Standard Transactions Rule, as those terms are hereinafter defined, by obtaining satisfactory assurances from Business Associate concerning Business Associate's use, disclosure, requests for, and safeguarding of Protected Health Information, and Business Associate wants to provide such assurances, as more particularly set forth in this Addendum, in order to continue to provide the services; and

**WHEREAS**, Business Associate agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (as may be amended from time to time, "HIPAA") (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act (as may be amended from time to time, the "HITECH Act") (Division A, Title XIII and Division B, Title IV of Public Law 111-5) and implementing regulations (Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations) dealing with the confidentiality, security and standardized transmission of health or health-related information, as applicable to Business Associate;

**NOW THEREFORE**, for and in consideration of the foregoing premises, which are incorporated into and made a part of this Addendum, the parties agree as follows:

1. **REFERENCES.** A reference in this Addendum to any HIPAA Rule means such rule as interpreted under applicable regulations and guidance of general application or published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act.

2. **DEFINITIONS.**

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Rules.

Specific definitions:

- a) *Breach.* "Breach" means the acquisition, access, use, or disclosure, or possibility of acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule.
- b) *Designated Record Set.* "Designated Record Set" shall have the same meaning as set forth in 45 CFR § 164.501 and refers to an item, collection, or storing of information that contains Protected Health Information that is used, in whole or in part, to make decisions about individuals, their treatment or billing for services rendered, including medical records and billing records, enrollment, payment, claims adjudication and case or medical management record systems.
- c) *Electronic Health Record.* "Electronic Health Record" shall have the same meaning as set forth in section 13400(5) of Public Law 111-5 and any implementing regulations.
- d) *HHS.* "HHS" means the U.S. Department of Health and Human Services.
- e) *HIPAA Rules.* "HIPAA Rules" means the Privacy Rule, Security Rule and Standard Transactions Rule, collectively, as they exist now or as they may be amended
- f) *HITECH Act.* "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- g) *Limited Data Set.* "Limited Data Set" shall have the same meaning as set forth in 45 CFR § 164.514(e)(2).

- h) *Privacy Rule*. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as they exist now or as they may be amended.
- i) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, but for purposes of this Addendum shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity.
- j) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103. In general, "Required by Law" means a mandate contained in law that compels a person to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- k) *Secretary*. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or his designee.
- l) *Security Incident*. "Security Incident" means the attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of Protected Health Information (whether electronic or non-electronic) or interference with system operations of an information system involving Protected Health Information.
- m) *Security Rule*. "Security Rule" means the Security Standards set forth at 45 CFR Parts 160 and 164, as they exist now or as they may be amended.
- n) *Standard Transactions Rule*. "Standard Transactions Rule" means the Standards for Electronic Transactions set forth at 45 CFR, Parts 160 and 162, as they exist now or as they may be amended.
- o) *Unsecured Protected Health Information*. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted by the Agreement and this Addendum.
- b) Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information for any purpose other than as permitted by this Addendum.
- c) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions applicable, as set forth in this Addendum, to Business Associate, with respect to Protected Health Information and agrees to implement reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality and security of Protected Health Information.
- d) Business Associate agrees to make its internal practices (including policies and procedures), books, records, and services relating to the use and disclosure of Protected Health Information and the safeguards established with respect to such information available:
  - 1. to Covered Entity within thirty (30) business days of the date Business Associate receives a request from Covered Entity; and
  - 2. to the Secretary in the time and manner as directed by the Secretary.

Notwithstanding the above, no attorney-client, account-client, or other legal privilege shall be deemed waived by Covered Entity or Business Associate by virtue of this provision.

- e) Business Associate acknowledges that the Privacy Rule requires Covered Entity to provide individuals with a number of privacy rights, including the right to inspect and copy Protected Health Information within the possession or control of Covered Entity and its business associates, the right to amend such Protected Health Information, and the right to obtain an accounting of disclosures of Protected Health Information to third parties for certain purposes. To assist Covered Entity in complying with these requirements, Business Associate agrees to the following:
  - 1. Within ten (10) days of a request by Covered Entity, Business Associate shall, as directed by Covered Entity, either (a) provide a copy of such Protected Health Information as is specified by Covered Entity to Covered Entity or to an individual specified by Covered Entity or (b) make such Protected Health Information available for inspection and copying by an individual specified by Covered Entity. To the extent that Business Associate uses or maintains an Electronic Health Record with respect to Protected Health Information, Business Associate shall comply with the requirement of this Section to provide a copy of Protected Health Information upon request by providing an electronic copy of such information to Covered Entity, the individual or a third party

designated by the individual, as directed by Covered Entity. Business Associate shall maintain a record of any access to Protected Health Information provided under this Section in such form as may be specified by Covered Entity and shall provide a copy of such record to Covered Entity promptly upon request. If any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall notify the individual that the request will be forwarded to Covered Entity and shall promptly forward such request to Covered Entity.

2. Within a reasonable time after request by Covered Entity, Business Associate agrees to amend or correct Protected Health Information as directed by Covered Entity.
3. Business Associate agrees to record each disclosure made to a third party of Protected Health Information as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, with the exception of disclosures made for any of the following purposes:
  - i. treatment, payment, or Covered Entity's health care operations;
  - ii. in response to a request from the individual who is the subject of the disclosed Protected Health Information or that individual's personal representative;
  - iii. to persons involved in that individual's health care or payment for health care;
  - iv. for national security or intelligence purposes;
  - v. to law enforcement officials or correctional institutions regarding inmates; or
  - vi. that are part of a Limited Data Set.

At a minimum, Business Associate shall track the following information regarding each disclosure:

- i. Date of the disclosure;
- ii. Name of the third party to whom Protected Health Information was disclosed and if known, the address of the third party;
- iii. A brief description of the disclosed information; and
- iv. A brief description of the purpose and basis for disclosure.

Business Associate shall maintain a record of such information for no less than six (6) years from the date of disclosure and shall provide such information to Covered Entity within ten (10) days of a request by Covered Entity or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with the Privacy Rule.

It is not anticipated that Business Associate will use or maintain Electronic Health Records on behalf of Covered Entity. However, to the extent that Business Associate does use or maintain any Electronic Health Records on behalf of Covered Entity, Business Associate shall maintain such records of its disclosures of Protected Health Information to third parties with respect to such Electronic Health Records as necessary for Covered Entity to comply with section 13405 of Public Law 111-5 and any implementing regulations. Business Associate shall provide such records of disclosure to Covered Entity upon request or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with applicable law.

- f) Business Associate agrees to implement administrative, physical and technical safeguards and security policies and procedures and documentation standards to protect the confidentiality, integrity and availability of Protected Health Information in compliance with 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 in the same manner as such sections apply to Covered Entity.
- g) Business Associate agrees to report any Security Incident to the individual or department designated by Covered Entity on the signature page hereto or otherwise so designated in writing (the "Compliance Contact"). Business Associate shall make such report promptly in writing but in no case more than thirty (30) business days after Business Associate learns of a Security Incident. Such report shall include the following:
  1. A description of what happened, including the date of the Security Incident and the date of discovery of the Security Incident;
  2. A description of the types of Protected Health Information that were involved in the Security Incident (such as whether full name, social security number, date of birth, home address, account

- number, diagnosis, disability code or other types of information were involved) and whether any such information was Unsecured Protected Health Information;
3. Identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified or destroyed during such Security Incident;
  4. Business Associate's assessment of whether the Security Incident constitutes a Breach, including Business Associate's reasons for concluding that the Security Incident is, or is not, a Breach. This assessment should address, at minimum, information as to the likelihood of reidentification of the information, the person(s) who acquired the information, whether the PHI was actually acquired or viewed, and the extent to which the risk has been mitigated;
  5. Such other information as Covered Entity may request.
- h) Business Associate agrees to cooperate fully with Covered Entity in investigating any Security Incident and implementing such measures to mitigate any harmful or potentially harmful effects of such Security Incident, as deemed appropriate by Covered Entity in its sole and absolute discretion, including, but not limited to, notifying affected individuals, appropriate authorities and media of the Security Incident, regardless of whether the Security Incident constitutes a Breach and regardless of whether notification is Required by Law, and providing affected individuals with services to protect themselves against identity theft.
  - i) Until such time as the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Privacy Rule and such guidance becomes effective, Business Associate agrees to limit the use, disclosure or request for Protected Health Information, to the extent practicable, to the Limited Data Set or, if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with 45 CFR § 164.502(b). On and after the effective date of guidance first issued by the Secretary on what constitutes "minimum necessary," Business Associate shall limit the use, disclosure or request for Protected Health Information to the minimum necessary in accordance with such guidance. In the case of the disclosure of Protected Health Information by Business Associate, Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure, consistent with performance of the services for which Business Associate has been retained by Covered Entity and any directives or guidelines Covered Entity may specify.
  - j) Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any Protected Health Information; *provided, however*, that this provision shall not prohibit Business Associate from (a) accepting remuneration from Covered Entity in consideration for the services performed by Business Associate for Covered Entity or (b) charging individuals a reasonable, cost-based fee approved by Covered Entity for providing a Copy of Protected Health Information pursuant to Section 3(e)(1) of this Addendum.
  - k) If and to the extent that Business Associate conducts any transaction subject the Standard Transactions Rule for or on behalf of Covered Entity, Business Associate shall comply, and shall require any agent or subcontractor conducting such transaction to comply, with each applicable requirement of the Standard Transactions Rule in the same manner as such requirement applies to Covered Entity. Business Associate shall not enter into, or permit its agents or subcontractors to enter into, any agreement in connection with the conduct of any transaction for or on behalf of Covered Entity that:
    1. changes any definition, data condition, or use of a data element or segment as described in the Standard Transactions Rule (45 CFR § 162.915(a));
    2. adds any data elements or segments to the maximum defined data set as described in the Standard Transactions Rule (45 CFR § 162.915(b));
    3. uses any code or data elements that are either marked "not used" in the Standard Transactions Rule's implementation specifications or are not in the Standard Transaction Rule's implementation specifications (45 CFR § 162.915 (c)); and
    4. changes the meaning or intent of any of the Standard Transactions Rule's implementation specifications (45 CFR § 162.915(d)).
  - l) To the extent required by law, Business Associate shall defend, indemnify and hold harmless Covered Entity from and against any penalties, attorneys' fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) to which Covered Entity may become subject insofar as such penalties, attorneys' fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Security Incident, breach of this Agreement or any unauthorized use or disclosure of Protected Health Information by Business Associate and/or agents or subcontractors acting or accessing PHI on behalf of Business Associate.

- m) Business Associate agrees to execute an appropriate Business Associate Agreement with any agent, subcontractor, or other such party accessing Protected Health Information on behalf of Business Associate.
- n) Business Associate shall complete a periodic assessment of Business Associate's privacy practices and provide a summary regarding same to Covered Entity upon request.

#### 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a) Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform any written agreement for services between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- b) Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities if:
  1. The disclosure is Required by Law; or
  2. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such Protected Health Information that such person or organization shall:
    - i. hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
    - ii. notify Business Associate, who shall in turn promptly notify the Compliance Contact, of any instance which the person or organization becomes aware of in which the confidentiality of such Protected Health Information was breached.
- c) Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

#### 5. OBLIGATIONS OF COVERED ENTITY

- a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- b) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information requested by an individual to which Covered Entity has agreed in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### 6. TERM AND TERMINATION

- a) *Term.* This Addendum shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible or permitted by law to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.
- b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity shall either:
  1. Provide an opportunity for Business Associate to cure the breach and terminate the Agreement and this Addendum and any service agreement between the parties if Business Associate does not cure the breach within such reasonable time period specified by Covered Entity (not less than thirty (30) days) after Covered Entity notifies Business Associate in writing of the breach; or

2. Immediately terminate the Agreement and this Addendum and any service agreement between the parties if Business Associate has breached a material term of the Agreement or this Addendum and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Covered Entity's remedies under this Section shall be cumulative and the exercise of any remedy shall not preclude the exercise of any other. Before exercising any of these options, Covered Entity shall provide reasonable written notice to Business Associate describing the violation and the action it intends to take.

c) *Effect of Termination.*

1. Except as provided in paragraph 2 herein below, upon termination of the Agreement and/or this Addendum for any reason, upon direction of Covered Entity, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of Protected Health Information, unless Required by Law.
2. In the event Business Associate reasonably determines that returning or destroying Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible and shall extend the protections of the Agreement and this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

## 7. MISCELLANEOUS

- a) *Regulatory References.* All references to the HIPAA Rules codified in 45 CFR shall mean the referenced sections as in effect or as amended by the HITECH Act and as may be further amended by law or regulation.
- b) *Amendment.* The Parties agree to take such action as is necessary to modify the Agreement and/or this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, and any other applicable law.
- c) *HITECH Act Compliance.* The parties acknowledge that the HITECH Act includes several provisions impacting the health care industry, including significant changes to the HIPAA Rules. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Rules and many of these changes will be clarified in forthcoming regulations. Each party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder and agree to take such action to modify this Addendum as reasonably necessary to comply with the HITECH Act and its implementing regulations, guidance, and interpretations as they become effective.
- d) *Audit.* Covered Entity may, at any time upon reasonable prior notice, examine the use, disclosure and maintenance of Protected Health Information by Business Associate and Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors, including the safeguards employed to protect the confidentiality of Protected Health Information. Business Associate shall cooperate fully in any such examination and shall require Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors to cooperate fully.
- e) *Ownership of Information.* As between Covered Entity and Business Associate, Covered Entity shall retain all right, title and interest in and to all Protected Health Information. Subject to the terms and conditions of this Addendum, Covered Entity grants Business Associate a limited, non-exclusive and non-transferable license to use Protected Health Information as necessary to perform the services specified in the written agreement(s) for services between Covered Entity and Business Associate.
- f) *Expenses.* Business Associate's compliance with this Addendum, including without limitation, providing access to Protected Health Information; accounting for disclosures of Protected Health Information; correction or Addendum of Protected Health Information; cooperation with the implementation of mitigating measures deemed appropriate by Covered Entity following a Security Incident; the return or destruction of Protected Health Information; and cooperation with any examination of the use, disclosure or maintenance of Protected Health Information by Business Associate, shall be at Business Associate's sole expense.
- g) *Irreparable Harm.* Business Associate acknowledges and agrees that any use, disclosure or maintenance of any Protected Health Information in a manner inconsistent with this Addendum may give rise to

irreparable injury to Covered Entity for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Covered Entity shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Protected Health Information or failure to maintain the security of Protected Health Information as required by this Addendum.

- h) *Severability.* To the greatest extent possible, each provision under this Addendum shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Addendum is found to be invalid, it shall be to that extent deemed omitted, and the balance of the Addendum shall remain enforceable.
- i) *Survival.* The rights and obligations of the parties under Section 3(l) and Section 6(c) ("Effect of Termination") of this Addendum shall survive the termination of the Agreement and this Addendum.
- j) *Interpretation.* Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, the HITECH Act and any other applicable law.
- k) *No Third Party Beneficiaries.* Nothing express or implied in this Addendum is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- l) *No Agency Relationship.* Nothing express or implied in this Addendum is intended to establish, nor shall anything establish, an agency relationship between the Covered Entity and Business Associate, and their respective successors or assigns.
- m) *Entire Agreement; No Waiver.* This Addendum constitutes the entire agreement between the parties relating to the use and disclosure of Protected Health Information. There are no understandings or agreements relating to the use and disclosure of Protected Health Information which are not fully expressed in the Agreement and this Addendum and no change, waiver or discharge of obligations arising under the Agreement and this Addendum shall be valid unless executed in writing by the party to whom such change, waiver or discharge is sought to be enforced.

**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

<b>Name of Employer:</b>	CITY OF BRANSON
<b>Address:</b>	110 WEST MADDUX STREET BRANSON, MO 65616
<b>Employer Identification Number:</b>	44-6000142
<b>Nature of Business:</b>	MUNICIPALITY
<b>Name of Plan:</b>	CITY OF BRANSON Flexible Benefit Plan
<b>Plan Number:</b>	501

**B. EFFECTIVE DATE**

<b>Original effective date of the Plan:</b>	January 1, 2019
<b>If Amendment to existing plan, effective date of amendment:</b>	January 1, 2021

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

<b>Length of Service:</b>	First day of the month following employment
<b>Retiree Wording:</b>	N/A
<b>Minimum Hours:</b>	All employees with 30 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
<b>Age:</b>	Minimum age of 18.0 years.

**D. PLAN YEAR**

The current plan year will begin on January 1, 2021 and end on December 31, 2021. Each subsequent plan year will begin on January 1 and end on December 31.

**E. EMPLOYER CONTRIBUTIONS**

**Non-Elective Contributions:**

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions  
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$20000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company Accident only plan and Group Hospital Indemnity | Blue Preferred Select | Aflac Accident only - not available for new sales |**  
Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A  
Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company C-11 and subsequent policies | Aflac not available for new sales |**  
Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Delta Dental | Delta Vision |**  
Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

N/A

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.  
Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$0.00** per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - **\$2750.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

**Grace Period:** The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

**Carryover:** The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

**HEART Act:** The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) are elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** -- The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **First Fidelity Bank N A**

Maximum Contribution – **indexed annually by the IRS.**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

### **Dental and Vision**

#### Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Missouri. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted \_\_\_\_\_.

CITY OF BRANSON -  
(Name of Employer)

Signed By: \_\_\_\_\_

Title: Mayor

**APPENDIX A**

**Related Employers that have adopted this Plan**

Name(s):  
N/A

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**  
SW PD – 0420 Document ID # 133413MCP #95089 Effective Date:01/01/2021 9/2/20 1:21 PM

**APPROVED AS TO FORM:**

Chih #5171 9/16/20

**City Attorney**

## SECTION 125 FLEXIBLE BENEFIT PLAN

### SECTION I

#### PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

### SECTION II

#### DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01                    **Administrator**                    The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02                    **Beneficiary**                    Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a                    **Carryover**                    The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03                    **Code**                    Internal Revenue Code of 1986, as amended.
- 2.04                    **Dependent**    Any of the following:
- (a)    Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

- 2.05                    **Effective Date**                    The effective date of this Plan as shown in Item B of the Adoption Agreement.
- 2.06                    **Elective Contribution**                    The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
- 2.07                    **Eligible Employee**                    Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.

- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.

- 2.20                    **Key Employee**                    Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21                    **Non-Elective Contribution**                    A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22                    **Participant**                    An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23                    **Plan**                    The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24                    **Plan Year**                    The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25                    **Policy**                    An insurance policy issued as a part of this Plan.
- 2.26                    **Preventative Care**                    Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27                    **Recordkeeper**                    The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28                    **Related Employer**                    Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

### SECTION III

#### ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01    **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

## SECTION IV

### CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or

his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
  - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average

less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

## SECTION V

### GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

## SECTION VI

### DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## SECTION VII

### GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## SECTION VIII

### MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

### 8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
  - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

#### 8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
  - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the

charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:

- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
- (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
- (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
- (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
- (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-

off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

- 8.08 **QUALIFIED RESERVIST DISTRIBUTIONS:** Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

## SECTION IX

### DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 **TERMS, CONDITIONS, AND LIMITATIONS:**
- a. **Accounts.** The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
  - b. **Maximum Benefit.** The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as

described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

#### 9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
  - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
  - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

- (i) provides care for more than six individuals (other than individuals who reside at the facility);
  - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
  - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
  - (ii) paid or payable to a Dependent Care Service Provider; and
  - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
  - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## SECTION X

### HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration

of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

- 10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.
- 10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not “employee welfare benefit plans” for purposes of Title I of ERISA.

## SECTION XI

### AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

## SECTION XII

### ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may

deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

### **SECTION XIII**

#### **MISCELLANEOUS PROVISIONS**

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

Toll Free: (800) 662-1113  
 Fax: (866) 423-2669  
 Mailing: PO Box 258887  
 Oklahoma City OK 73126  
 Website: [afhsa.com](http://afhsa.com)  
 Email: [HSA-Support@AmericanFidelity.com](mailto:HSA-Support@AmericanFidelity.com)

**HEALTH SAVINGS ACCOUNT  
 Employer Setup Information Form**

**A. Employer Information**

Employer Name	City of Branson	Employer Tax ID	44-6000142
Address	110 W Maddux St	Phone	417-337-8553
City, State, Zip	Branson, MO 65616	Fax	417-335-6042

**B. Employer Contact Information**

Primary Contact Name	Marcia Chapman	Title	Senior Accountant
Primary Contact Email Address	mchapman@bransonmo.gov	Phone	417-337-8553
Secondary Contact Name	Stacy McAllister	Title	Assistant Finance Director
Secondary Contact Email Address	smcallister@bransonmo.gov	Phone	417-337-8506

**C. Contribution Information**

Contribution Method	<input type="checkbox"/> ACH Pull – This option will allow you to post contributions through our online system and the funds will be deducted directly from the bank account you designate. An HSA account representative will contact you to set up this option.
	<input checked="" type="checkbox"/> ACH Push - This option will allow you to send the contributions directly to us. An HSA account representative will contact you to set up this option.
	<input type="checkbox"/> Check – Make the check payable to: American Fidelity - HSA and mail it to: P.O. Box 258887, Oklahoma City, OK 73126. You must include a copy of a deduction register or payroll spreadsheet to ensure accurate posting of the HSA contributions.

Date of first contribution 01/06/2021 <hr/> <small>(mm/dd/yy)</small>	Date of first payroll deduction 01/06/2021 <hr/> <small>(mm/dd/yy)</small>
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**D. Fee Instructions**

Monthly maintenance fee (\$2.00 fee per participant)  (If there is no selection made the monthly maintenance fee will be deducted from the employee's account.)	<input type="checkbox"/> Paid by Employer <input type="checkbox"/> Paid by Employee from HSA <input checked="" type="checkbox"/> No Fees per AFA
--	--

**E. Health Plan Information**

Name of High Deductible Health Plan	Anthem Blue Preferred Select HSA	Deductible for Single	\$3,000.00
Effective Date of High Deductible Health Plan	01/01/2021	Deductible for Family	\$6,000.00

By signing this form, you (employer) acknowledge and certify the following:

- The health plan offered to your employees is a Qualified High Deductible Health Plan (QHDHP) and satisfies the applicable requirements to partner with a health savings account (HSA).
- American Fidelity is under no obligation to confirm or verify that the HDHP is a QHDHP.
- The information entered on this document is true and correct to the best of your knowledge.

\_\_\_\_\_  
 Employer Signature

Mayor  
 Title

\_\_\_\_\_  
 Date

APPROVED AS TO FORM  
  
 #5131 9/16/20  
 City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH TANEY COUNTY HEALTH DEPARTMENT FOR PUBLIC HEALTH SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The City of Branson and the Taney County Health Department (TCHD) first entered into contract in January 2008 to merge two separate entities into one unified health system.
- Since then, the City and TCHD enter into multi-year contracts to be renewed annually. This is the third renewal of the current contract and covers the period beginning January 1, 2021 through December 31, 2021.
- The contract amount for 2021 is \$180,000.
- Continued cooperation between the two entities is necessary to secure a safe and healthy community for both residents and visitors.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

SD

**COMMUNITY PLAN 2030:**

Good Governance: Provides responsive and accountable leadership, advances City interests through regional partnerships and facilitates timely and effective two-way communication and community engagement.

**ATTACHED EXHIBITS:**

BILL NO. 5893

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH TANEY COUNTY HEALTH DEPARTMENT FOR PUBLIC HEALTH SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, The City of Branson entered into contract with the Taney County Health Department for public health services on May 8, 2018; and

**WHEREAS**, upon accepting the proposal, the contract was executed for a term of four (4) years to be reviewed and approved annually by the Board of Aldermen; and

**WHEREAS**, the Board of Aldermen desires to approve the 3<sup>rd</sup> renewal of the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the renewal of the contract with Taney County Health Department for public health services in the amount not to exceed \$180,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

Section 2: This ordinance shall be in full force and effect from and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Call #51831 10/1/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: C2018-0143  
Sub-Contract Number: \_\_\_\_\_

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

**THIS RENEWAL** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Taney County Health Department** ("Service Provider") for renewal period **Three** from **January 1, 2021 to December 31, 2021**.

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1**.

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **One Hundred Eighty Thousand Dollars (\$180,000.00)**, all of which is dependent upon budget appropriations.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: L. Marshall \_\_\_\_\_ 9-3-20  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: Lisa Marshall  
(Printed Name)

**ATTEST:**

Title: Director

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Company Name: TCHD

Address: 320 Rinehart Rd, Branson

**APPROVED AS TO FORM:**

Phone: 417-334-4544

CLL #51831 \_\_\_\_\_ 8/11/20  
Chris Lebeck #51831 Date  
City Attorney

E-Mail: lisa.marshall@pha.mo.gov

**AN AGREEMENT BY AND BETWEEN THE CITY OF BRANSON AND THE TANEY COUNTY HEALTH DEPARTMENT BOARD OF TRUSTEES**

THIS AGREEMENT made and entered in this 8<sup>th</sup> day of May, 2018, by and between the City of Branson, Missouri (the "City") and the Taney County Health Department Board of Trustees ("TCHD").

**WITNESSETH:**

**THAT, WHEREAS:** The continuation of an agreement entered into by and between the City and the TCHD, in order to strengthen the local public health system by fully integrating all public health functions into one infrastructure; combining resources to more effectively meet emerging public health demands; and providing for environmental public health services to all residents and businesses of our growing community; and

**WHEREAS,** the TCHD, a separate geopolitical entity formed under authority of RSMo. Chapter 205, and the City of Branson Health Department formed under authority RSMo. 79.380, constituencies, and enforcing the rules and regulations of the Missouri Department of Health and Senior Services within their jurisdictions; and

**WHEREAS,** a Service Integration Task Force (SITF) was appointed by both TCHD Board of Trustees and the Branson Board of Alderman, Resolution 2007-R007, to study the service integration concept to form one public health infrastructure capable of providing a full range of comprehensive public health services for all jurisdictions in Taney County. The result of the SITF was an agreement between the City and TCHD. Which was executed, February 1, 2008; and

**WHEREAS,** after due consideration, the SITF believes the concept of one public health infrastructure to be a valid one and in the best interest of the public health safety and welfare of the citizens and tourists.

**NOW, THEREFORE,** for the considerations herein expressed, it is agreed by and between the City and the TCHD in the best interest of both entities to continue the agreement as follows:

- 1. APPOINTMENT OF HEALTH OFFICER.** The TCHD Administrator shall continue to serve as the City of Branson Health Officer for the duration of this agreement for the purposes of ordinance enforcement and policy recommendation.
- 2. ASSETS, CONTRACTS, LEASES.** TCHD shall be responsible for all assets, contracts and leases relating to the public health functions.
- 3. FEE FOR SERVICE REVENUES.** Facility and Temporary Event health permits in the City shall be at the current fee level established by City Ordinance. TCHD shall invoice and issue said health permits. Copies of the permits will be forwarded to the City when issued. The fees shall be received and kept by the TCHD for provision of services.

#### 4. ENFORCEMENT.

- A. TCHD environmental health personnel are hereby authorized as agents of the City for the purposes of health code enforcement and any citations issued shall be through the City Municipal Court.
- B. At the time that a TCHD ordinance shall be equal to or greater than the current City Ordinances, the TCHD shall advise the City and the City may choose to rescind said City Ordinance, thus allowing the TCHD ordinance to be applicable within city limits.
- C. Other Environmental Public Health functions conducted within the City shall be performed and enforced according to the current ordinances as adopted by the City of Branson, Taney County Health Department, or relevant state statute.
- D. Lodging inspection within the City of Branson shall be enforced according to the current Missouri Department of Health and Senior Services (DHSS) lodging law, except in those areas where City Ordinances are greater which shall have preference.

#### 5. SERVICES. TCHD shall continue to provide services specific to the City as defined below:

A. **EMPLOYEE IMMUNIZATION.** TCHD shall provide immunizations to City employees per health insurance reimbursement and co-pay rates as requested.

B. **ENVIRONMENTAL PUBLIC HEALTH.** TCHD Environmental Health Division shall continue to provide environmental health services to the City of Branson, Consisting of all of the following components:

- 1. TCHD assures the City that all efforts shall be made which will assist a business to meet its opening schedule. This includes scheduling flexibility, onsite consultations, and close communication with the City as may be necessary. A phone call from the City Administrator or designee, to the TCHD Administrator or designee, shall initiate a response within 24 hours or as appropriate to resolve the issue as quickly as possible. The process as listed above, or any process agreed upon in writing by the TCHD Administrator and the City Administrator, shall be followed.
- 2. In the event TCHD becomes aware of any potential outbreak or the necessity of closing an establishment within the City for cause, the TCHD Administrator shall confer with the City Administrator.

#### 3. Food.

- a. TCHD will continue to provide services to all inventoried food service establishments per the current level of service provided to all jurisdictions in Taney County for inspection, consultation, education, etc. and with necessary follow-up to all critical items within fourteen (14) days of inspection.
- b. TCHD will continue to respond to requests for special events as issued by the City, including discussions with event planners, issuing specifications for food vendors,

approval through the special event permitting process, and inspection of food vendors per the current level of service provided to all jurisdictions in Taney County.

c. Temporary event requests (not special events) received or reported to the City's Planning Department shall be reported to the TCHD within 24 hours of receipt.

d. Enforcement shall be by City Ordinances, Taney County Health Department Food Code or DHSS statutes using progressive discipline.

**4. Construction Plan Review of Regulated Facilities.** TCHD Environmental Health Division shall continue to review plans of regulated facilities, including food, lodging, pools, schools, etc. The process as listed in steps a. through e. shall be followed for any process agreed upon in writing by the TCHD Administrator and the City Administrator or designee.

a. Plans shall be picked up daily and logged out from the City's Planning and Development Department and logged into TCHD plan received log.

b. Plans shall be reviewed within 24 working hours.

c. Approval, or disapproval with plan review notes shall be submitted to the City's Planning and Development Department to be logged into the computer software system.

d. Developers, architects, owners and/or contractors will be notified of what additional items, if any, are necessary for health department approval processes by the City.

e. TCHD shall designate a person to attend all the Open for Business meetings scheduled by the City. This same person shall be responsible for answering requests from the City's Planning Commission as related to regulated facilities or other public health concerns.

**5. Recreational Water Facilities.**

a. Inspection of all recreational water facilities, pools, spas, etc., shall be two (2) to four (4) times per year with re-inspection of critical items within fourteen (14) days.

b. Pre-open inspection, consultation, and other requests for service shall be provided.

c. Timely response to case investigations, complaints, and requests for services involving recreational water facilities shall be provided.

d. Annual "Pool School" training for all facility operations will be presented each spring.

e. Enforcement shall be by relevant City Ordinance, Taney County Health Code, or DHSS Code as is applicable.

## **9.-Water/Wastewater**

- a. Timely response to case investigations, complaints, and requests for service involving water quality shall be provided.
- b. Timely response to case investigations, complaints, and request for service involving improper disposal of wastewater shall be provided.
- c. Cooperation with the City's Public Works and Utilities Departments is assured.
- d. Enforcement shall be by relevant City Ordinance, Taney County Health Code or DHSS Code as is applicable.

## **6. Tattoo/Massage Establishments.**

- a. Tattoo and massage establishments shall be inspected once a year with necessary follow-up to all critical items within fourteen (14) days of inspection according to City Ordinance. Cooperation with City Departments such as Building, Fire, Code Enforcement, Finance, Police, and Public Works as required.
- b. Pre-open inspection, consultation, and other requests for service shall be provided.
- c. Timely response to case investigations, complaints, and requests for services involving tattoo establishments shall be provided.
- d. Enforcement shall be by relevant City Ordinances, state statutes, or by both.
- e. Annual permits shall be issued in cooperation with the City's Finance Department and the business licensing process.

## **7. Facility Education**

- a. TCHD will provide an educational workshop to be held in the first and third quarters of the year to provide ongoing safety education and training for service facility managers, owners, and employees of regulated facilities. The purpose of the education and training workshop will be to address the most common safety issues as identified during facility inspections during the previous year.
- b. The City will assist with the promotion of the safety workshops through coordinated communications with TCHD.
- c. A checklist of items inspected during facility inspections will be provided to facilities annually by TCHD.

8. **Lodging Inspections.** Lodging inspections within the City will be completed by TCHD or Missouri Department of Health and Senior Services (DHSS) personnel. Services shall be provided by DHSS staff, if TCHD personnel are unavailable.
9. **Mutual Aid or Contact.** In the event that either the TCHD or the City decides to modify the above responsibilities, such modification shall be by separate agreement. Infrequent requests can be handled through the mutual aid agreement.

**C. OTHER SERVICES PROVIDED BY TCHD.**

1. **Merchant License Inspections.** Inspections for merchant licenses shall be conducted for all regulated facilities, such as those with food service, pools, tattoo, and massage (newly registered facilities and facility change of ownership). Approval notes for inspections shall be given to the City Finance Department for approval through the City's computer software system.
2. **Annual Numbers.** TCHD Environmental Health Division shall provide the City Clerk and City Finance departments with the annual facility inventory report which includes numbers of facilities and their capacity no later than February 2<sup>nd</sup> of each year.

**D. Ordinances and Regulations.** TCHD agrees to keep the City updated on new rules and regulations, and to recommend or receive recommendations for ordinance changes as may be appropriate. The City agrees to include TCHD in the early process of rule and regulation development so that TCHD expertise can help guide policy decisions.

**6. TCHD STAFFING.** TCHD assures the City that the hiring of new Environmental Health personnel shall include pre-employment and random drug screening and criminal background checks consistent with City hiring practices.

**7. REPORTS.**

- A. TCHD shall provide an annual report to the City and oral presentations to the Board of Alderman at a date to be determined by the parties.
- B. TCHD shall provide other reports and presentations as necessary to inform the Board of Alderman on issues of importance concerning public health and welfare of the City.
- C. TCHD shall provide quarterly reports to the City regarding activities related to food service facility inspections, pool inspections, tattoo and massage inspections, temporary event inspections, and environmental health educational activities.
- D. TCHD shall report emergent issues such as: clusters or outbreaks of communicable and chronic diseases; emergency preparedness activities; failed facility inspections which constitute an immediate risk to the public's health; and any other emergency public health issue.

- E. **QUARTLERY REPORTS:** TCHD shall submit a Revenue and Expenditure Summary to the Board of Aldermen quarterly which describes the work performed during the three-month period and the related costs. This report shall contain measureable, quantifiable, objective data for approval and has been reviewed by city staff.

**COMPLIANCE REPORTS:** TCHD shall inform the City of the results of all inspections by Federal and State agencies when those inspections concern or affect the contracted services provided to the City.

**OTHER REPORTS:** TCHD shall submit to the City other reports in formats as may be requested or which the City deems necessary to inform the City of issues which may require City action. TCHD reserves the right to bill the City for personnel expenses incurred beyond the usual and customary scope of reporting.

- F. The TCHD Director shall be able to request to be placed on the City's agenda to present reports or other emergent issues to the City Aldermen or Departments as necessary.

#### **8. MUTUAL AID AGREEMENT.**

- A. The City grants to the Taney County Health Officer the right and authority to respond to emergency situations which are outside the scope of work described in this agreement within the City of Branson when requested by the City for mutual aid.
- B. TCHD grants the City the right and authority to respond to emergency situations which are outside the scope of work described in this agreement and outside the City of Branson when requested by the TCHD for mutual aid.

#### **9. SCOPE OF AUTHORITY.**

- A. Enforcement shall be through the court of local jurisdiction or through those systems or other remedies as prescribed by relevant rules, regulations, procedures and state law.
- B. Both the City and TCHD acknowledge that planning assessment activities related to health may from time to time necessitate changes in the terms and conditions of this agreement.
- C. By the approval and passage of this agreement, and upon taking oath, the City hereby appoints the TCHD Administrator the Health Officer for the City, with all powers and duties to administer the Health Ordinances (BMC Chapter 46) of the City, including those state statutes, rules, regulations or TCHD ordinances, as they pertain to the public's health within the corporate limits of the City.

#### **10. LIABILITY AND INDEMNITY.** The parties mutually agree to the following:

- A. In no event shall the City be liable to the TCHD 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 agreement. The

maximum liability of the City shall be limited to the amount of money to be paid by the City under this agreement, as specified in Section 12. PAYMENT below.

- B. TCHD shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the TCHD arising out of or in any way connected with this agreement.
- C. TCHD shall indemnify and hold the City harmless from all wages or overtime compensation due to its employees and from any and all claims by subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
- D. In no event shall the TCHD be liable to the city for special, indirect, or consequential damages, except those caused by the TCHD's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this agreement.

**11. TERM.** This agreement for the continuation of service shall commence on May 8, 2018 and shall be for the duration of two (4) years ending on December 31, 2021, with a renewal agreement each calendar year establishing the compensation in accordance with Section 12 of this agreement.

**12. PAYMENT.** Total compensation to be paid to the TCHD under the terms of this agreement will be the sum of one hundred thirty-nine thousand dollars (\$139,000.00) for the period of January 1, 2018 - December 31, 2018. Compensation for each calendar year thereafter shall be negotiated and established through a renewal agreement approved by the TCHD and the Branson Board of Alderman for services provided to the City. All terms and agreements are based upon budget appropriations.

**13. TERMINATION OF AGREEMENT.**

**A. Right to terminate in the absence of breach.** Either party may terminate this agreement for any reason, by serving notice of intent to terminate upon the other party. Such notice shall specify the date of termination, but in no event shall either party terminate the agreement under this provision upon less than a six (6) months' notice to the other party; provided, the parties may mutually agree to waive the six (6) month requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

**B. Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this agreement.

**14. DISCRIMINATION.** TCHD agrees in the performance of this agreement not to discriminate on the ground or because of race, ethnicity, creed, color, national origin or ancestry, sex, religion, handicap, age, gender identity, sexual orientation, or political opinion or affiliation, against any

employee of the TCHD or application for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

**15. GENERAL INDEPENDENT CLAUSE.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the TCHD will be independent and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards 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.

**16. CITY BENEFITS.** TCHD shall not be entitled to any of the benefits established for the employees of the City and will not be covered by the Worker's Compensation Program of the City.

**17. NOTICES.** All notices required or permitted herein under and required to be in writing may be given by fax or by first class mail addressed to the City and TCHD at the addresses provided. The date of delivery of any notice by fax transmission shall be deemed to be the date of transmission, except where the transmission is not completed by 4:30 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.

**18. 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.

**19. 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 Taney County, Missouri.

**20. CONTACT INFORMATION.** City of Branson

Attn: Contract Management  
110 W Maddux Street Ste. 205  
Branson, MO 65616  
417-337-8522  
Fax: 417-335-4354 Attn: Contract Mgmt.

Taney County Health Department  
PO Box 369  
Forsyth, MO 65653  
417-334-4544  
Fax: 417-335-5727

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

Executed by the Taney County Health Department this 8<sup>th</sup> day of May, 2018

Executed by the City of Branson this 8<sup>th</sup> day of May, 2018.

**TANEY COUNTY HEALTH DEPARTMENT**

**CITY OF BRANSON, MISSOURI**

*Dollie Redford*  
Board of Trustees Chairman

*Karen Best*  
Karen Best  
Mayor

ATTEST:

ATTEST:

*Robert G. Huth*  
Board of Trustees Secretary

*Lisa K Westfall*  
Lisa K Westfall  
City Clerk



APPROVED AS TO FORM:

*W. T. Duston*  
William T. Duston  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH CAPITOL SOLUTIONS CONSULTING PERTAINING TO PROFESSIONAL LOBBYING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** FINANCE/ADMINISTRATION

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The City issued a RFP for state lobbying services and received three responses. Capitol Solutions Consulting submitted the lowest bid and was awarded the bid.
- The contract provides for consultation and advisement to the City. The service provider will advocate passage of bills as approved by the city, monitor agency rule-making processes, and notify the city of any legislation that may impact the Branson area.
- Maximum contract amount is for \$25,000 for the period beginning January 1, 2021 through December 31, 2021. The monthly amount payable to lobbyist is \$2,083.33 per month.
- The contract term is for one year and may be renewed for up to one additional renewal period.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Supports decision-making with timely and accurate short-term and long-range analysis that enhances vision and planning.

**ATTACHED EXHIBITS:**

BILL NO. 5894

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH CAPITOL SOLUTIONS CONSULTING PERTAINING TO LOBBYING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson desires to engage Capitol Solutions Consulting to provide professional state lobby services on behalf the City of Branson; and

**WHEREAS**, the city requires Capitol Solutions Consulting to represent the best interests of the City of Branson as determined by the Board of Aldermen in regards to legislative issues that come before the Missouri Legislature; and

**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract with Capitol Solutions Consulting for lobbying services in the amount not to exceed \$25,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Chris Lebeck #51831 10/7/10*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Master Contract Number: C2020-0056  
Sub-Contract Number: \_\_\_\_\_

**NOTICE OF CONTRACT RENEWAL  
SERVICES CONTRACT**

THIS RENEWAL made and entered into this 31<sup>st</sup> day of August, 2020, by and between the City of Branson, Missouri (the "City") and **Capitol Solutions Consulting** ("Service Provider") for renewal period **One** from **January 1, 2021 to December 31, 2021**.

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1**.

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Five Thousand Dollars (\$25,000.00)**, all of which is dependent upon budget appropriations.

3. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

By: [Signature] 8/31/20  
(Signature) Date

Name: Brian Bernskoetter  
(Printed Name)

Title: President

Company Name: Capitol Solutions Consulting

Address: PO Box 614 JL, MO 65102

Phone: 573-619-6040

E-Mail: brianb@swllc.us.com

**CITY OF BRANSON, MISSOURI**

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

**APPROVED AS TO FORM:**

[Signature] #51831 8/17/20  
Chris Lebeck #51831 Date  
City Attorney

Master Contract Number: C2020-0056

**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 31 day of October, 2019, by and between the City of Branson, Missouri (the "City") and **Capitol Solutions Consulting** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2020 to a date ending December 31, 2020, with the option to renew the contract for up to two (2) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that the Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind,**

nor purport to bind, the City for any contract term beyond the original term of the contract.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

#### 7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Seven Thousand Dollars (\$27,000.00)**, all of which is dependent upon budget appropriations.

#### 8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider 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 work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider 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 thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider 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, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider 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.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 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.

17. **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 agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

18. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

19. **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.

20. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

22. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: BB  
(Signature) 10/31/19  
Date

E Edd Akers  
E. Edd Akers  
Mayor 11/26/19  
Date

Name: Brian Berkhardt  
(Printed Name)

Title: President

ATTEST:  
Lisa K Westfall  
Lisa K Westfall  
City Clerk 11/26/19  
Date

Company Name: Capitol Solutions Consulting

Address: PO BOX 614  
SC, MO 65102

Phone: 573-619-6040

APPROVED AS TO FORM:  
Chris Lebeck #51831  
Chris Lebeck #51831  
City Attorney 10/17/19  
Date

E-Mail: brian.berkhardt@scullco.us.com

Tax ID: 82-2170026



Capitol Solutions  
101 E High St Ste 200  
Jefferson City MO 65101

## SCOPE OF SERVICES

1. Capitol Solutions agrees to provide Professional State Lobbyist Services per the following general information. The professional services will include, but not be limited to: Representing the best interests of the City of Branson as determined by the Board of Aldermen in regards to legislative issues that come before the Missouri Legislature and working, as directed by the Board of Aldermen, to effect passage or defeat of legislation that influences those interests.

### 2. GENERAL INFORMATION

Capitol Solutions must certify that personnel performing services for the City shall be properly registered with the State of Missouri as per State Statute and shall further comply with all applicable Federal, State, City and Local laws which govern lobbying activities.

The professional services will include, but not be limited to:

- 2.1. Consult with Board of Aldermen prior to legislative session to determine agenda,
- 2.2. Recommend lobbying efforts in upcoming legislative session to achieve agenda goals,
- 2.3. Monitor and advise the Board of Aldermen on legislation scheduled for upcoming legislative session which would affect the City in either a positive or negative manner, and provide lobbying recommendations,
- 2.4. Provide weekly updates during session on issues of importance to the City,
- 2.5. Secure sponsorship of bills and/or amendments needed to further the City Agenda,
- 2.6. Work with legislative staff and members to advocate passage of said bills and/or amendments, work with Governor's office during bill review process to advocate final passage of positive legislation or veto of negative legislation,
- 2.7. Monitor agency rule-making process and advise the City on action needed to implement legislation in a manner most favorable to the City.
- 2.8. Should any active lobbying assignment extend past the contract termination date, that contract shall be extended until completion of such assignment.

- 2.9 Inform the City of proposed legislation affecting the City and its operations.
- 2.10 Monitor and track all legislation that impacts the City. Apprise the City of major bills relating to the interests of the Branson area and other governmental entities in the surrounding area that affect the City of Branson. Weekly status reports (or as requested) will be provided to the Mayor and other City personnel as designated. In addition, weekly hearing reports will be provided to the City on bills of interest which were heard in Committee and activities undertaken to further the legislative priorities of the City.
- 2.11 Inform and consult with the City on major legal legislation.
- 2.12 Upon request, provide assistance to the City to establish formal decisions on legislative matters and lobby individual legislators to convey the City's viewpoint on proposed legislation.
- 2.13 Upon request, present testimony to legislative committees on behalf of the City. Confer with the Mayor, Board of Aldermen and other City personnel as may be designated.
- 2.14 Provide continuous presence in Jefferson City and attend other functions that are related to legislative matters at other locations as requested.
- 2.15 Monitor activities of the Missouri Department of Transportation, Missouri Department of Economic Development, Missouri Department of Revenue, Department of Natural Resources and other state regulatory agencies whose actions could potentially impact the City.
- 2.16 Be available to introduce representatives of the City to elected officials and other officeholders.
- 2.17 Inform the City of any pending court cases, filings or decisions that may impact the City or its operations.
- 2.18 Inform the City of the filing of any initiative petitions with the Secretary of State.

**PRICING PAGE**

Capitol Solutions provided pricing information as specified below to provide lobbying services in accordance with the terms and conditions of the contract.

**COST PROPOSAL**

Proposers shall provide the following information:

Fixed cost per month for lobbying services: \$ 2,083.33 per month

Reimbursable expenses                      Not to Exceed                      \$ 2,000.00 per year



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE AMENDMENT TO THE CONTRACT WITH TANEY COUNTY, MO PERTAINING TO REIMBURSEMENT FOR CERTAIN QUALIFIED EXPENSES FOR THE TANEY COUNTY GENERAL AVIATION AIRPORT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- This Amendment removes the requirement that qualified expenses for the Taney County airport may only be related to acquisition of a fixed asset with a useful life of five (5) years or greater.
- Payment of insurance premiums will now be a reimbursable expense that may be submitted to the city.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Strives to provide private and commercial air access to the Branson area.

**ATTACHED EXHIBITS:** Exhibit "1" – Master Airport Contract

**INTERGOVERNMENTAL AGREEMENT RELATED TO REIMBURSEMENT  
PAYMENTS FOR CERTAIN QUALIFIED EXPENSES FOR THE TANEY COUNTY  
GENERAL AVIATION AIRPORT**

**THIS CONTRACT**, entered into by and between TANEY COUNTY, MISSOURI, a body politic and corporate, (hereinafter referred to as "County, or County Commission,") and THE CITY OF BRANSON, MISSOURI, a fourth class city in Taney County, State of Missouri, (hereinafter referred to as "Branson").

**WITNESSETH:**

**WHEREAS**, on May 8, 2006 the Branson Board of Aldermen approved a five year agreement showing their support for the continued operation of the M. Graham Clark Airport, a general aviation airport, owned and operated by Taney County and in 2010 approved another five year continuation of that contract; and

**WHEREAS**, the Branson Board of Aldermen desires to continue their agreement with Taney County.

**NOW THEREFORE**, in consideration of the above premises and the mutual covenants and promises of the parties hereto, the parties do hereby agree as follows:

1. **QUALIFIED EXPENSES.** This contract authorizes payment of certain expenses incurred by the Taney County Airport. Qualified expenses suitable for reimbursement under the terms of this agreement are as follows:

Acquisition or improvement of a fixed asset with a useful life of five (5) years or greater.

2. **REIMBURSEMENT PROCEDURE.** Qualified Expenses for which Airport wishes to be reimbursed must be submitted to the Office of the Branson City Administrator. A reimbursable submission shall include documentation in the form of bills, invoices, or other documents demonstrating that the expenses submitted by the Airport are Qualified Expenses. As expenses are submitted for consideration those which are approved as a Qualified Expense will be reimbursed to the Airport within thirty (30) days of all conditions herein stated being met.

3. **TOTAL AMOUNT AVAILABLE FOR REIMBURSEMENT.** Branson shall reimburse the Airport for Qualified Expenses up to, but not to exceed \$10,000.00 per year for a period up to, but not to exceed 5 years. It is agreed and understood by the parties hereto that in no event will Branson reimburse more than a total of \$50,000.00 of Qualified Expenses during the term of this Agreement. The reimbursement of Qualified Expenses is subject to the annual appropriations of the City of Branson and the availability of such funds for reimbursement hereunder.

4. **RELATIONSHIP OF THE PARTIES.** This agreement does not create a joint venture, partnership or any other relationship between the parties. It is the express purpose of this

agreement to memorialize a limited payment from Branson for services provided to the Airport for costs subject to the terms and conditions hereof.

5. INDEMNITY. The County Commission agrees to fully indemnify and hold harmless Branson for any claims, suits, legal actions or other liability arising from the performance of this agreement by Branson, including, but not limited to, the payment of any settlements, judgments, attorney fees and costs.

6. 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.

7. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. CONSENT. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

9. TERM. This Agreement will be for five (5), one-year funding periods. Each funding period will be based on a calendar year starting January 1<sup>st</sup> of each year. The first funding period will begin January 1, 2016 and payment will be in arrears in accordance with the REIMBURSEMENT PROCEDURES as outlined in this agreement. In no way will the term of this agreement exceed the TOTAL AMOUNT AVAILABLE FOR REIMBURSEMENT as outlined in this agreement. In the event that the County Commission ceases to own or operate the Airport, this Agreement shall automatically terminate.

10. NOTICE. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

CITY:  
CITY OF BRANSON  
Attn: Contract Management  
110 W. Maddux St. Ste. 205  
Branson, MO 65616

COUNTY COMMISSION:  
TANEY COUNTY  
Attn: Taney County Commission  
PO Box 1086  
Forsyth, MO 65653

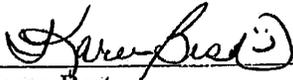
13. VENUE. The parties agree that venue of any claims, disputes, causes of action, and suits concerning or arising out of the terms, conditions, provisions, obligations, requirements or duties of either party under this Agreement shall be the Circuit Court of Taney County, Missouri.

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

Executed by the City of Branson this 24<sup>th</sup> day of November, 2015.

Executed by Tancy County this 13<sup>th</sup> day of October, 2015.

THE CITY OF BRANSON, MISSOURI

  
\_\_\_\_\_  
Karen Best  
Mayor

ATTEST:

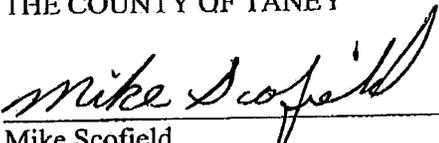
  
\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM

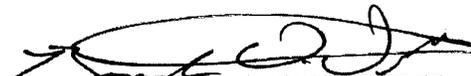
 9-14-15  
\_\_\_\_\_  
William T. Duston  
City Attorney



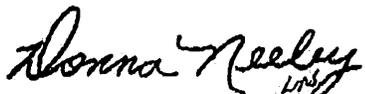
THE COUNTY OF TANEY

  
\_\_\_\_\_  
Mike Scofield  
Presiding Commissioner

  
\_\_\_\_\_  
Danny Strahan  
Eastern District Commissioner

  
\_\_\_\_\_  
Brandon Williams  
Western District Commissioner

ATTEST:

  
\_\_\_\_\_  
Donna Neeley  
Taney County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Taney County Counselor

BILL NO. 5895

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE AMENDMENT TO THE CONTRACT WITH TANEY COUNTY, MO PERTAINING TO REIMBURSEMENT FOR CERTAIN QUALIFIED EXPENSES FOR THE TANEY COUNTY GENERAL AVIATION AIRPORT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson entered into an Intergovernmental Agreement related to reimbursement payments for certain qualified expenses for the Taney County General Aviation Airport; and

**WHEREAS**, the parties desire to amend the terms and conditions of the Agreement; and

**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the amendment to the contract with Taney County, MO for the reimbursement for certain qualified expenses for the Taney County General Aviation Airport and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Chris Lebeck* #51831 10/7/16  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT RELATED TO  
REIMBURSEMENT PAYMENTS FOR CERTAIN QUALIFIED EXPENSES FOR THE  
TANEY COUNTY GENERAL AVIATION AIRPORT**

THIS AMENDMENT made as of the 10<sup>th</sup> day of August, 2020, by and between Taney County, Missouri, a county of the first class (hereinafter "County") and the City of Branson, Missouri, a fourth class city in Taney County, State of Missouri (hereinafter "City").

WHEREAS, the County and City entered into an Intergovernmental Agreement Related To Reimbursement Payments for Certain Qualified Expenses For The Taney County General Aviation Airport, dated November 24, 2015 (the "Agreement");

WHEREAS, the parties desire to amend the terms and conditions of the Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Amendment. The parties agree to delete paragraph 1 of the Agreement, and replace it with the following provision:

"1. QUALIFIED EXPENSES. This contract authorizes payment of certain expenses incurred by the Taney County Airport. Qualified expenses suitable for reimbursement under the terms of this agreement are as follows:

Acquisition or improvement of a fixed asset with a useful life of five (5) years or greater, or payment of insurance premiums."

2. Agreement; No Modification. This Amendment is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein, except to the extent set forth in paragraph 1 of this Amendment. County and City continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

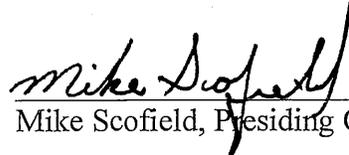
Executed by the City of Branson the \_\_\_ day of August, 2020.

Executed by Taney County the 10 day of August, 2020.

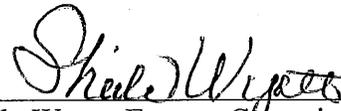
CITY OF BRANSON, MISSOURI

TANEY COUNTY, MISSOURI

\_\_\_\_\_  
E. Edd Akers  
Mayor

  
\_\_\_\_\_  
Mike Scofield, Presiding Commissioner

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

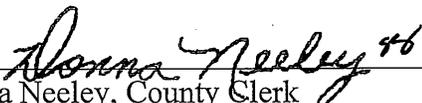
  
\_\_\_\_\_  
Sheila Wyatt, Eastern Commissioner

  
\_\_\_\_\_  
Brandon Williams, Western Commissioner

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
Chris Eebeck #51831  
City Attorney

  
\_\_\_\_\_  
Donna Neeley, County Clerk

# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON PERTAINING TO REIMBURSEMENT FOR CERTAIN QUALIFIED EXPENSES FROM THE CORANAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** FINANCE/ADMINISTRATION

**FIRST READING:** OCTOBER 13, 2020

**FINAL READING:** OCTOBER 27, 2020

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**EXECUTIVE SUMMARY:**

- The City submitted an application for reimbursement of expenses incurred after March 1, 2020 in response to COVID-19.
- The county announced 3 phases of reimbursement. This agreement is only for expenses the city incurred that are reimbursable in Phase 1. The City may apply for additional reimbursement in Phase 2 and Phase 3.
- The City requested reimbursement in the amount of \$19,169.51. The amount approved by Taney County is in the amount of:
  - \$13,731.51 for expenses for protective and sanitizing supplies;
  - \$5,438.00 for expenses for food deliver to senior citizens and fitness/sports/training videos for public wellness.
- The amount approved by Taney County is in the amount of:
  - \$13,318.51 for expenses for protective and sanitizing supplies;
  - \$5,438.51 for senior citizen food delivery.
- Please see Exhibit “1” for a breakdown of the difference in approved amounts.

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**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
  - Not Recommended
  - Neutral/None
- 

**COMMUNITY PLAN 2030:** Supports decision-making with timely and accurate short-term and long-range analysis that enhances vision and planning.

**ATTACHED EXHIBITS:** Exhibit “1” – Application – COB-1

# Application- COB-1

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## **Section D.1- Medical**

### **Section D.2- Public Health**

Request from Courts for Waitwhile, Inc. only has invoice for \$59.00 for the first month subscription. Adjusted requested amount from \$472.00 for an 8 month subscription to \$59.00. The remaining months of the subscription may be submitted in subsequent phases with receipts. This reduced the public health request by \$413 for Phase 1.

### **Section D.3- Payroll**

Payroll summary submitted showed \$.51 more than request. The \$.51 was added to the award total to reflect the documentation.

BILL NO. 5896

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON PERTAINING TO REIMBURSEMENT FOR CERTAIN QUALIFIED EXPENSES FROM THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the State of Missouri has allocated funds to the County from the Coronavirus Relief Fund set forth under the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”); and

**WHEREAS**, the City applied for available funds for certain qualified expenses incurred due to the public health emergency related to COVID-19; and

**WHEREAS**, the Board of Aldermen desires to approve the intergovernmental agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the Intergovernmental Agreement with Taney County for reimbursement of qualified expenses to the City of Branson in the amount of \$18,757.02 and authorizes the Mayor to execute the contract in the form attached as Exhibit “1”.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

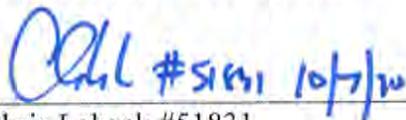
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

### County Distribution Agreement of CARES Act Funds

This County Distribution Agreement of CARES Act Funds ("Agreement"), entered into on the date set forth below by and between the undersigned County, of the State of Missouri ("County"), and the undersigned Recipient ("Recipient") an entity which operates within said County (collectively the "Parties").

#### RECITALS

WHEREAS, pursuant to Section 14.435 of SS SCS HCS HB 2014, the State of Missouri has allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, Recipient has requested and applied for available funds from the County to cover costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), as set forth in the Request for Distribution of County CARES Act Funds Application Form, attached as Exhibit A ("Application") and incorporated herein by reference; and

WHEREAS, through said Application, Recipient has represented, warranted and attested to the County that it meets all state and federal requirements for receipt of a portion of the available funds (the "Funds") as described in said Application; and

WHEREAS, County has reviewed said Application and has made an award decision on even date herewith as set forth in the Notice of Decision, attached as Exhibit B ("Notice of Decision" or "Notice") and incorporated herein by reference; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby enter into the following agreement:

1. Purpose. The purpose of this Agreement is to distribute funds from the County to Recipient to cover Recipient's costs and expenses incurred due to COVID-19 (the "Funds"). As Recipient attested to in the Application, Recipient agrees the Funds shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in Recipient's budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The Funds shall be used exclusively in accordance with the provisions contained in this Agreement in conformance with state and federal law and for no other purpose. Further, Recipient agrees that Funds shall be used exclusively for the purposes described in the Application, and for the purposes set forth in the Notice of Decision. Recipient shall only use Funds for the purposes set forth in Exhibit B which have been granted. Recipient shall not use Funds for any purposes set forth in Exhibit B which have been denied. Recipient understands and agrees that any deviations from the use of Funds, as described in the Application, and as approved in the Notice of Decision must have prior approval from the County, which is subject to the sole and absolute discretion of the County.

2. Funding Source. The County is authorized to distribute the Funds described in this Agreement pursuant to Section 14.435 of SS SCS HCS HB 2014, wherein the State of Missouri allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

3. Representations and Warranties by Recipient. Recipient represents, warrants, and certifies that:

a. The undersigned individual has all necessary authority on behalf of the Recipient to request payment from the County from the allocation of funds to the County from the State of Missouri pursuant to Section 14.435 of SS SCS HCS HB 2014, from the allocation of funds to the State of Missouri from the Coronavirus Relief Fund as created in the CARES Act.

b. Recipient understands and agrees that the County will rely on the representations, warranties, and certifications set forth in Exhibit A - Request for Distribution of County CARES Act Funds Application Form and this Agreement as material representations in awarding and making a payment of Funds to Recipient. Recipient affirms that the information set forth in the Application is true, complete and accurate and affirms the statements made in Exhibit A as of the date of this Agreement.

c. Recipient expressly represents and warrants that it is eligible to receive the Funds in accordance with state and federal law, and that the Funds will be used exclusively for lawful expenditures pursuant to the CARES Act and specifically as described in Exhibit A and awarded in Exhibit B.

d. Recipient represents, warrants and agrees that the proposed uses of the Funds provided as a payment shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in the budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

e. Recipient acknowledges, understands, and agrees that Funds provided as payment from the County to Recipient pursuant to this Agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Recipient in any manner that does not adhere to official federal guidance shall be returned to the County.

f. If Recipient is a local government entity, public entity, or political subdivision of the state, any funds provided pursuant to this Agreement shall not be used as a revenue replacement for lower than expected tax or other revenue collections.

g. Funds received pursuant to this Agreement shall not be used for expenditures for which Recipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same cost or expense.

h. Recipient may not use funds received pursuant to this Agreement to make a grant to any other local government, public entity, political subdivision, non-profit corporation, corporation, limited liability company, or other business entity, or individual unless the specific use of funds was expressly described in the Application, and such grant is used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. In such event, Recipient is responsible for all documentation requirements set forth in this Agreement.

i. Recipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

j. Recipient agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Application.

k. Recipient certifies that the Funds shall not be used for any unlawful purpose, including but not limited to: (i) as a revenue replacement for lower than expected tax or other revenue collection; (ii) for expenditures for which Recipient is already receiving other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for the same expense; or (iii) to engage in any other activity that is illegal under federal, state or local law.

l. Recipient understands and agrees that the County is under no obligation to distribute any additional funds other than identified in Exhibit B, even if Recipient believes circumstances have changed and Recipient requests additional funds.

4. Award and Distribution of Funds; Amount. Subject to the representations, warranties, covenants and agreements set forth in this Agreement, including the representations, warranties covenants, and agreements made by Recipient in the Application attached as Exhibit A, County agrees to distribute to Recipient the Funds in the award amount and for the purposes set forth and described in Exhibit B, subject to approval and execution of this Agreement.

Recipient understands and agrees that the Funds will not be disbursed under this Agreement until such time as all required documentation is provided by Recipient, including supporting documents, and all required documents are approved and signed by Recipient and County. Recipient understands and acknowledges that all awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law. In the event of a change in the CARES Act or guidance issued by the United States Department of Treasury that affect the Decision and this Agreement, the obligations of the County under this Agreement may be terminated immediately.

5. Term. This Agreement shall commence on the last date set forth on the signature pages of this Agreement and shall remain in force and effect unless otherwise terminated as provided in this Agreement.

6. Use of Funds. Recipient shall only use the Funds for the purposes and intended use of funds description set forth in Exhibit A, and as awarded in Exhibit B, and this Agreement. Recipient may only use Funds for the purposes awarded in the Notice of Decision set forth in Exhibit B. Modification of Recipient's purpose and intended use of funds shall require prior written approval of the County.

7. Unused Funds. Funds awarded and paid from the County to Recipient pursuant to this Agreement that are not expended must be returned to the County on or before December 30, 2020, and may not be used for expenditures incurred after December 30, 2020.

8. Documentation and Reporting Use of Funds. Recipient agrees to maintain the records necessary in order to comply with the requirements of the CARES Act and to demonstrate that the Funds have been used in accordance with section 601(d) of the Social Security Act. Recipient agrees to utilize appropriate fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to create, keep and maintain such records as the federal, state, and County may prescribe, and in order to assure fiscal control, proper management, and efficient disbursement of funds received under this Agreement.

Recipient shall maintain all books, records and other documents in compliance with state and federal reporting and audit-related requirements. Recipient shall make all books, records and other documents available at all reasonable times for inspection and copying by the County in order to ensure compliance with the CARES Act, U.S. Department of Treasury Guidance, the intended purposes of the Funds as set forth in Exhibit A and as awarded in Exhibit B, audit requirements, and this Agreement. Copies of all records (including electronic records) shall be furnished to the County at no cost.

Recipient agrees to timely complete and submit any and all financial reports, as requested by the County. Failure by Recipient to timely submit Supporting Documentation may result in an Event of Default. The County may require Supporting Documentation furnished by the Recipient from time to time regarding the use of Funds with respect to the approved and necessary expenditures listed in the Application and Notice of Decision.

Recipient shall maintain, retain and provide documentation to County relating to the use of Funds upon request, including, but not limited to (collectively referred to as "Supporting Documentation"):

- a. Procurement and conflict of interest policies;
- b. Documentation of compliance with applicable procurement laws and requirements for Recipient;
- c. Publication and/or posting documentation relating to procurement;
- d. Requests for bids/requests for proposals/requests for qualifications;
- e. Estimates, quotes, bid responses, proposals, or statements of qualifications;
- f. Sales receipts and invoices;
- g. Contracts for the purchase of goods or services;
- h. Proof of evaluation and award (e.g., minutes, approval by authorized representative, etc.);
- i. Purchase orders, payment requests, or applications for payment;
- j. Proof of payment (e.g., cancelled checks, direct payment information, bank statements, credit card statements);
- k. Proof of delivery on goods (e.g., copies of packing slips or bills of lading);
- l. Proof of services rendered (e.g., statements confirming services provided by a vendor or contractor);
- m. Time sheets and other personnel information (e.g., wage rates, job duties, etc., if applicable);
- n. Direct solicitation lists (if applicable);
- o. Documentation of sole source procurement (if applicable);
- p. Bonding and insurance documents (if applicable)
- q. E-Verify documentation;

- r. Financial reports regarding the use of the Funds;
- s. Any other documents reasonably required by the County, its auditors, the State of Missouri, or the United States with respect to compliance with the requirements of the CARES Act and guidance.

9. Compliance with Laws.

a. Recipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are incorporated by reference. Failure to comply with any applicable requirements by Recipient shall be deemed a material breach of this Agreement. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the County and Recipient to determine whether the provisions of this Agreement require formal modification.

b. Recipient agrees that it has, or at the appropriate time, will comply with all applicable bidding and procurement requirements pursuant to policy, local, state, or federal law regarding the use of the Funds and that Recipient has, or will provide all necessary Supporting Documentation evidencing compliance with bidding and procurement laws.

c. The Recipient and its agents shall abide by all applicable conflict of interest laws and requirements that apply to persons who have a business relationship with the County. If Recipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a County officer, employee, or special appointee, has a conflict of interest, Recipient shall ensure compliance with all applicable disclosure requirements prior to the execution of this Agreement. If Recipient or its agents violate any applicable conflict of interest laws or requirements, the County may, in its sole discretion, terminate this Agreement immediately upon notice to Recipient.

d. Recipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments and taxes to the County, State of Missouri or federal government.

e. Recipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any federal, state, or local government.

f. Recipient agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations with respect to uses of the Funds.

10. Debarment and Suspension. Recipient certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by

any department, agency or political subdivision of the State of Missouri. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

11. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement, provided, that if any such Event of Default is capable of being cured, such Event of Default shall not be deemed to be an Event of Default unless Recipient fails to cure such Event of Default within the time period specified below following receipt of written notice from County notifying Recipient of such Event of Default (each, a “Cure Period”):

a. False Statement. Any statement, representation or warranty by Recipient contained in the Application or Supporting Documents, in any funding request, this Agreement, or any other document submitted to the County related to this Agreement which is determined to be false, contains a material misrepresentation, or is misleading, as determined by the County, its auditors, the State of Missouri, or the federal government.

b. Failure to Comply with Applicable Laws. Recipient fails to comply with or satisfy any of the requirements described in paragraph 26.

c. Failure to Perform; Breach. Recipient fails to perform or breaches any obligation or requirement of this Agreement, or makes an unauthorized use of the Funds, including, by way of example, but not limited to:

i. Use of Funds that are different than the Purpose and Intended Use of Funds as detailed in Exhibit A, Section D of the Application, and awarded pursuant to Exhibit B, Notice of Decision;

ii. Use of Funds for a purpose not described in Exhibit A, and not awarded as set forth in Exhibit B, even for purposes that might otherwise be considered an eligible use of funds had the use been approved by County;

iii. Use of Funds for a purpose described in Exhibit A, and identified in the Purpose and Intended Use of Funds as detailed in Section D of the Application, but not awarded as set forth in Exhibit B, Notice of Decision;

iv. Use of Funds for purposes that are not necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

v. Use of Funds for expenditures incurred outside the time period of March 1, 2020 through December 30, 2020;

vi. Failure to return unused or unspent funds on or before December 30, 2020;

d. Failure to Provide Supporting Documents and Information. Recipient fails to provide Supporting Documentation, including, but not limited to financial reports, books, records, and other documents reasonably required by the County relating to the subject matter of this Agreement, subject to a ten (10) day Cure Period.

e. Voluntary or Involuntary Insolvency. Recipient: (i) files or has filed against it a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law; (ii) makes an assignment for the benefit of its creditors; (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, or a court or government authority enters an order appointing a custodian, receiver, trustee, or other officer with similar powers, and such order is not vacated within ten (10) days; (iv) has an order entered against it for relief or approving a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law, and such order is not vacated within ten (10) days; or (v) has an order entered dissolving, winding-up or liquidating Recipient.

f. Determination regarding CARES Act. Use of the Funds for purposes that are determined not to be eligible, compliant with, or used in a manner consistent with the requirements of section 601(d) of the Social Security Act, as determined by an independent auditor, the State of Missouri, the United States Department of Treasury, or other agency charged with evaluating compliance with the requirements of the CARES Act, including internal controls, monitoring and management, and audit requirements.

g. Recoupment Request or Demand to County. A request or demand is made to the County by the State of Missouri, or the United States to repay any of the Funds awarded to Recipient, subject to a determination by the County of the correctness and appropriateness of the request or demand. In such event, County shall provide written notice to the Recipient of the nature and extent of the request or demand, and, subject to the obligations of Recipient pursuant to paragraph 17, County and Recipient may mutually agree to the appropriate course of action under the circumstances.

h. Other Breach. The breach of any other material term or condition of this Agreement.

12. Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, County may take any of the following actions, individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to County at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

a. Termination. County may terminate this Agreement and the Notice of Decision by giving a written termination notice to Recipient (“Termination Notice”) and, on the date specified in such notice, all rights (but not the obligations) of Recipient under this Agreement shall terminate. Upon termination of this Agreement, County shall have no further obligation to disburse Funds to Recipient, whether or not the entire amount of Funds have been disbursed to Recipient.

b. Withholding of Funds. County may withhold all or any portion of Funds not yet disbursed pursuant to this Agreement or any other agreement with Recipient, regardless of whether Recipient has previously submitted an Application or whether County has approved a disbursement of Funds requested in any Application or funding request.

c. Offset. County may offset against all or any portion of undisbursed Funds to Recipient or against any amount or payment due to Recipient under any other statutory provision or agreement between Recipient and County an amount equal the amount of Funds related to the Event of Default. In the event Recipient maintains an ad valorem real estate and/or personal property tax levy in the County, and there exists an Event of Default, Recipient consents to and agrees that as a condition of the award of and payment of Funds pursuant to this Agreement, County shall have the right, but not the obligation, to withhold from ad valorem real estate and/or property tax collections an amount that is equal to the Funds which are the subject of the Event of Default. In such event, County shall provide written notice to Recipient of the intent to offset (“Offset Notice”).

d. Repayment of Funds. County may demand the immediate return of any previously disbursed Funds that have been claimed, received, expended, or used by Recipient in breach of the terms of this Agreement or that are the subject of an Event of Default, together with interest thereon from the date of disbursement at the interest rate set forth in subparagraph f, or maximum rate permitted under applicable law (“Repayment Notice”). Recipient agrees to repay all Fund amounts which are the subject of a Repayment Notice within thirty (30) days.

e. Attorneys’ Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement by County, or because of an Event of Default, if the County is the substantially prevailing party, the County shall be entitled to recover reasonable attorneys’ fees, litigation expenses, and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

f. Interest. For any amount of Funds which are the subject of an Event of Default, Recipient shall be obligated to pay interest at the rate of 18% per annum, or the maximum rate permitted under applicable law, calculated from the date of disbursement to Recipient to the date the Funds are repaid to the County.

13. Funding Termination. If prior to the disbursement of Funds to Recipient, the Funds shall become unavailable for any or no reason, this Agreement shall terminate.

14. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Suit, if any, must be brought in the Circuit Court of the County in which the Notice of Decision was issued.

15. Nondiscrimination. Pursuant to the Missouri Human Rights Act, the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Recipient covenants that it shall not discriminate against any employee or applicant for employment with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of a person's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law and with respect to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in places of public accommodation. Furthermore, Recipient agrees to comply with applicable federal laws, regulations, and executive orders prohibiting discrimination based on protected characteristics in the provision of services.

16. No Assignment. This Agreement and all rights, privileges, duties and obligations of Recipient hereto shall not be assigned or delegated by Recipient. Recipient is expressly prohibited from distributing the Funds to any other entity without the express written approval from County.

17. Indemnification. Recipient agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless County, its office holders, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Recipient, its officers, directors, employees or agents, or any other person affiliated with Recipient in applying for or accepting the Funds, in the use or expenditure of the Funds, or any other matters arising out of or relating to the Application, the Notice of Decision, or this Agreement.

18. No Agency. Recipient is solely responsible for all uses, expenditures, and activities supported by the Funds. Nothing contained in this Agreement shall be construed so as to create a partnership, agency, joint venture, employment, or any other type of relationship. Recipient shall not represent itself as an agent of the County for any purpose and acknowledges that it does not have authority to bind the County in any manner whatsoever.

19. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it will be sent by first class U.S. mail service to the address listed for County or Recipient, respectively, set forth in the signature page to this Agreement.

20. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

21. Entire Agreement. Recipient acknowledges and agrees that this Agreement represents the entire agreement between Recipient and County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

22. Authority. The undersigned persons signing this Agreement on behalf of Recipient and County represent and warrant that the appropriate governing body, board, or person has authorized and approved this Agreement and the undersigned persons have the requisite legal authority and power to execute this Agreement, and to bind the respective party to the obligations contained herein. This Agreement constitutes a valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Recipient or County, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

23. Employment of Unauthorized Aliens. Pursuant to §285.530, RSMo., Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

24. Other Financial Assistance. The Fund payments which are the subject of this Agreement shall be considered "other financial assistance" pursuant to 2 C.F.R. § 200.40.

25. Federal Financial Assistance. The Fund payments which are the subject of this Agreement are considered federal financial assistance subject to the Single Audit Act, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §203 regarding internal controls; §§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, the requirements of which are incorporated herein by reference as though fully set forth herein.

26. Incorporation of Federal CARES Act Requirements. The following provisions and requirements are incorporated into this Agreement by reference, as though fully set forth herein:

- a. Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act");
- b. United States Department of Treasury, Coronavirus Relief Fund, Guidance for State, Territorial, Local, and Tribal Governments, April 22, 2020;

- c. United States Department of Treasury, Coronavirus Relief Fund, Frequently Asked Questions, updated as of May 28, 2020;
- d. Any and all subsequent guidance issued by the State of Missouri or United States, including the Department of Treasury or other federal agencies relating to the CARES Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the undersigned date.

COUNTY

By: Mike Scofield Date: Sept. 8, 2020

Name: Mike Scofield

Title: Presiding Commissioner

Address: 132 David Street  
P.O. Box 1086  
Forsyth, Mo 65653

RECIPIENT

I certify under the penalties of perjury set forth in Section 575.040, RSMo., that I have read the above Agreement and my statements contained herein are true and correct to the best of my knowledge.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: E. Edd Akers

Title: Mayor

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 Notary Public

My Commission Expires:

APPROVED AS TO FORM:

Chel #51431 9/30/20

City Attorney

---

**Exhibit A**  
**[Application]**

# Request for Distribution of County CARES Act Funds

## Cover Sheet - Application Form

**Applicant Name:** City of Branson  
**Applicant Contact:** Jamie Rouch  
417-337-8538

**For Internal Use Only**  
App. No. \_\_\_\_\_

- Phase 1  
 Phase 2  
 Phase 3

**Application Checklist (to be completed by Applicant):**

- Section A - Applicant has completed all portions of Section A, including attaching all necessary supporting documentation.
- Section B - Applicant has completed all portions of Section B.
- Section C - Applicant has completed all portions of Section C, including attaching all necessary supporting documentation.
- Section D - Applicant has completed those portions of Section D.1, D.2., D.3., D.4., D.5., and D.6 for which Applicant is requesting funds, including attaching all necessary supporting documentation. An Applicant does not need to complete those portions of Section D for which Applicant is not requesting funds.
- Section E - If applicable, Applicant has provided the documentation required by Section E.
- Section F - If applicable, Applicant has provided the documentation required by Section F.
- Section G - Applicant has completed all portions of Section G.
- Authorized Representative of Applicant has completed, signed, and notarized the Application
- Applicant has submitted one (1) original and three (3) additional copies of the Application.
- Application requests funds only to cover costs that:
  - are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
  - were not accounted for in the budget most recently approved as of March 27, 2020; and
  - were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- Applicant has not checked a box indicating a disqualifying condition or listed any other disqualifying condition in the Application.
- Applicant acknowledges and understands that once submitted, the Application and all supporting documentation may be subject to disclosure pursuant to the Sunshine Law under Chapter 610, RSMo.



**Request for Distribution of County CARES Act Funds  
Local Government/Public Entity/Political Subdivision & Non-Profits**

**15. If the answer to Item A.14. is "Yes," list the locations by address and county of the other segments of the Applicant.**

**16. In the space below, describe the general business operations of the Applicant, such as the services or goods provided, and the purpose or mission of the Applicant. Attach additional pages if necessary.**

The City of Branson is a municipality dedicated to being public servants to our citizens, community and visitors.

The City of Branson is committed to its citizens and to those who visit here, to ensure a safe and environmentally sound community. We work together with the citizens of Branson and community stakeholders to maintain and promote the growth of our City, and to provide professional, courteous service to all through fair and open communication. We look to tomorrow, remembering yesterday, dedicated to excellence today.

## Request for Distribution of County CARES Act Funds Local Government/Public Entity/Political Subdivision & Non-Profits

### Section B. Applicant - Representatives/Ownership

**1. If Applicant is a local government/public entity, list the chief executive and elected officials of the governing body by name and title.**

**If Applicant is a non-profit corporation, list the name and title of the chief executive and members of the board of directors of the Applicant.**

Name	Title		
Mayor Edd Akers	Mayor		
Stanley Dobbins	City Administrator		
Bob Simmons/Bill Skains	Aldermen - Ward 1		
Jamie Whiteis/Kevin McConnell	Aldermen - Ward 3		
Jeff Seay/Larry Milton	Aldermen - Ward 2		

**2. Is the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?**  Yes  No

**3. Has the Applicant obtained a direct or guaranteed loan from a federal or state agency that is currently delinquent or has defaulted in the last 7 years?**  Yes  No

**4. Is the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges (other than traffic citations) are brought in any jurisdiction, presently incarcerated, or on probation or parole?**  Yes  No

**5. Within the last 5 years, for any felony, has the Applicant:**  Yes  No  
 (a) been convicted;  
 (b) pleaded guilty;  
 (c) pleaded nolo contendere;  
 (d) been placed on pretrial diversion; or  
 (e) been placed on any form of parole or probation (including probation before judgment)?

*If the answer to Items B.2., B.3., B.4., or B.5. is "Yes," the Application will be denied and funds will not be awarded.*

## Request for Distribution of County CARES Act Funds Local Government/Public Entity/Political Subdivision & Non-Profits

### Section C. Request for Funding – General

<b>1. Total Amount of Funds Requested by Applicant:</b>	\$ 19,169.51
<b>2. If awarded, will all funds be used for purposes within the County?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If the answer to Item C.2. is "No," the Application will be denied and funds will not be awarded.</i>	
<b>3. If the answer to Item A.14. is "Yes," is the Applicant seeking funds or anticipating the receipt of funds from any other counties where those locations of the Applicant are located?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>4. If the answer to Item C.3. is "Yes," in the space below please identify the counties in which funds have been requested or will be requested, the amount of funds requested or to be received, and the intended use of those funds. Attach any other applications, requests or other documentation relating to this item.</b>	
<b>5. For each of the requests set forth in Section D, below, in the event any portion of the Application and request for funding is approved, provide responses to the following questions:</b>	
<b>(a) Will the funds be used only to cover costs that are necessary expenditures as defined by the CARES Act and related to the Coronavirus Disease 2019 (COVID-19)?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>(b) Will the funds be used only to cover costs that were not accounted for in the Applicant's budget (as described Paragraph C of the Instructions, below) most recently approved as of March 27, 2020, or as permitted by the CARES Act and Treasury guidance?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>(c) Will the funds be used only to cover costs that were incurred by the Applicant during the period that begins March 1, 2020 and ends December 30, 2020?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>(d) Will the funds be used exclusively for purposes within the County?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>(e) If Applicant is a public entity, Applicant agrees the funds will not be used as revenue replacement for lower than expected tax or other revenue collections.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If any of the answers to Items C.5(a) – (e) is "No," the Application will be denied and funds will not be awarded.</i>	

**Request for Distribution of County CARES Act Funds  
Local Government/Public Entity/Political Subdivision & Non-Profits**

**D. Request for Funding - Purpose and Intended Use of Funds**

**1. Medical Expenses**

(a) Is Applicant requesting funds for medical expenses (as described Paragraph E.1 of the Instructions, below)?  Yes  No

(b) State the amount of funds requested. \$

(c) If the answer to Item D.1(a) is “Yes,” in the space below, describe the category of expenditure (e.g. COVID-19-related expenses of public hospitals, clinics, and similar facilities) and proposed use of funds, and the itemized amount requested. Attach supporting documentation for the request. Attach additional pages if necessary.

<u>Description</u>	<u>Amount</u>

(d) Explain in detail the intended use and how the intended use meets the criteria for a “necessary expenditure” under the CARES Act (as described Paragraph B of the Instructions, below). Attach supporting documentation. Attach additional pages if necessary.

**Request for Distribution of County CARES Act Funds  
Local Government/Public Entity/Political Subdivision & Non-Profits**

<b>2. Public Health Expenses</b>	
<b>(a) Is Applicant requesting funds for public health expenses (as described Paragraph E.2 of the Instructions, below)?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>(b) State the amount of funds requested.</b>	\$ 13,731.51
<b>(c) If the answer to Item D.2(a) is "Yes," in the space below, describe the category of expenditure (e.g., Expenses for acquisition and distribution of medical and protective supplies) and proposed use of funds, and the itemized amount requested. Attach supporting documentation for the request. Attach additional pages if necessary.</b>	
<u><b>Description</b></u>	<u><b>Amount</b></u>
Expenses for protective and sanitizing supplies	13,731.51
<b>(d) Explain in detail the intended use and how the intended use meets the criteria for a "necessary expenditure" under the CARES Act (as described Paragraph B of the Instructions, below). Attach supporting documentation.</b>	
The use and intended use was for Sanitizing all public areas due to COVID-19 to keep our public and employees safe and healthy.	

**Request for Distribution of County CARES Act Funds**  
**Local Government/Public Entity/Political Subdivision & Non-Profits**

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency

(a) Is Applicant requesting funds for payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

(b) State the amount of funds requested.	\$ 5438.00
--	------------

(c) If the answer to Item D.3(a) is "Yes," in the space below, describe the category of expenditure (e.g. payroll expenses for public safety employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency) and proposed use of funds, and the itemized amount requested. Attach supporting documentation for the request. Attach additional pages if necessary.

<u>Description</u>	<u>Amount</u>
Food delivery to senior citizens/orders/delivery/shopping. Fitness/sports/training videos for all public to participate in wellness during COVID to stay healthy	5438.00

(d) Explain in detail the intended use and how the intended use meets the criteria for a "necessary expenditure" under the CARES Act (as described Paragraph B of the Instructions, below). Attach supporting documentation.

**Request for Distribution of County CARES Act Funds  
Local Government/Public Entity/Political Subdivision & Non-Profits**

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures (as described Paragraph E.4 of the Instructions, below).

(a) Is Applicant requesting funds to facilitate compliance with COVID-19 related public health measures?  Yes  No

(b) State the amount of funds requested. \$

(c) If the answer to Item D.4(a) is "Yes," in the space below, describe the category of expenditure (e.g., expenses for food delivery to residents) and proposed use of funds, and the itemized amount requested. Attach supporting documentation for the request. Attach additional pages if necessary.

<u>Description</u>	<u>Amount</u>

(d) Explain in detail the intended use and how the intended use meets the criteria for a "necessary expenditure" under the CARES Act (as described Paragraph B of the Instructions, below). Attach supporting documentation.

**Request for Distribution of County CARES Act Funds  
Local Government/Public Entity/Political Subdivision & Non-Profits**

**5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency (as described Paragraph E.5 of the Instructions, below).**

**(a) Is Applicant requesting funds that will be used for the provision of economic support in connection with COVID-19?**  Yes  No

**(b) State the amount of funds requested.** \$

**(c) If the answer to Item D.5(a) is “Yes,” in the space below, describe the category of expenditure (e.g., expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures) and proposed use of funds, and the itemized amount requested. Attach additional pages if necessary.**

<u>Description</u>	<u>Amount</u>

**(d) Explain in detail the intended use, how the intended use meets the criteria for a “necessary expenditure” under the CARES Act (as described Paragraph B of the Instructions, below). Attach supporting documentation.**

**Request for Distribution of County CARES Act Funds  
Local Government/Public Entity/Political Subdivision & Non-Profits**

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Coronavirus Relief Fund’s eligibility criteria.

(a) Is Applicant requesting funds for purposes that are not listed Items 1 – 5, above, that otherwise satisfy the Coronavirus Relief Fund eligibility criteria?  Yes  No

(b) State the amount of funds requested. \$

(c) If the answer to Item D.6(a) is “Yes,” in the space below, describe the category of expenditure and proposed use of funds, and the itemized amount requested. Attaching supporting documentation for the request. Attach additional pages if necessary.

<u>Description</u>	<u>Amount</u>

(d) Explain in detail the intended use, how the intended use meets the criteria for a “necessary expenditure” under the CARES Act and attach supporting documentation (as described Paragraph B of the Instructions, below).

## Request for Distribution of County CARES Act Funds Local Government/Public Entity/Political Subdivision & Non-Profits

### E. Applicant Budget Information

Please attach a copy of the Applicant's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act).

### F. Applicant Corporate Documents

For non-profit corporations, please attach a copy of: (a) the Articles of Incorporation, (b) Bylaws, and (c) a copy of the Certificate of Good Standing.

### G. Applicant Representation and Certification

1. I have read the statements included in this Application Form and understand them and that all responses are true and correct.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. I have the authority to act on behalf of the above-named Applicant to request funds from the County allocated by the State of Missouri to the County from the Coronavirus Relief Fund as created in the CARES Act.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. I understand that the County will rely on the information provided by Applicant in this Application and this Certification as a material representation in evaluating this Application and making award decisions to the above-named Applicant.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. If approved, the Applicant agrees to use the funds received pursuant to this application only for those costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 for the above-named Applicant; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. If approved, I agree that no funds provided pursuant to this Application will be used as a revenue replacement for lower than expected tax or other revenue collection.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. If approved, I agree that no funds can be used for expenditures for which the above-named Applicant received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. I agree that the above-named Applicant will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts and that all necessary documentation shall be produced to the County upon request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. I agree not to use the funds in a different manner than Applicant's purposes and uses described in this Application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Request for Distribution of County CARES Act Funds  
Local Government/Public Entity/Political Subdivision & Non-Profits**

<p>9. I certify that use of the funds will not violate any State or Federal law, and the Applicant is not engaged in any activity that is illegal under federal, state, or local law.</p>	<p><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</p>
<p>10. Funds provided as a result of this Application and any subsequent award must adhere to official federal, state, or local guidance issued or to be issued. Any funds expended in any manner that does not adhere to official guidance shall be returned.</p>	<p><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</p>
<p>11. Applicant understands and agrees that in the event an award of funds is made pursuant to this Application, as a condition of any award an agreement provided by County will be required to be approved and executed prior to disbursement of funds.</p>	<p><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</p>
<p>12. I understand that County is not required or obligated to award funds to an Applicant.</p>	<p><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</p>
<p>13. If approved, the Applicant agrees to comply with all local, state, and federal bidding, advertising and procurement requirements.</p>	<p><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</p>
<p><i>If the answer to any of Items G.1. – G.13. is “No,” the Application will be denied and funds will not be awarded to Applicant.</i></p>	

**Request for Distribution of County CARES Act Funds  
Local Government/Public Entity/Political Subdivision & Non-Profits**

THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND ACCURATE  
TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

This application must be signed by the authorized representative, elected official,  
individual owner, a partner, or an officer of the Applicant.

City of Branson

Applicant Name

Jamie Rouch

Authorized Representative Name

*Jamie Rouch*

Authorized Representative Signature

Director of Finance

Title

7/24 /2020

Date

Subscribed and sworn to before me this 24<sup>th</sup> day of July, 2020.

*Marcia Chapman*

Notary Public

MARCIA CHAPMAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Comm. Number 91551054  
Stone County  
My Commission Expires: Dec. 8, 2023

Submit Email

**Exhibit B**  
**[Notice of Decision]**

~

DISTRIBUTION OF COUNTY CARES ACT FUNDS  
NOTICE OF DECISION

TANEY COUNTY, MISSOURI

Date: 9-8-2020

Application No.: COB-1

Applicant Name: City of Branson

Dear Applicant:

By this Notice ("Notice"), the County is writing to inform the above-reference Applicant of the County's determination (the "Decision") regarding the requests set forth in the above-referenced Request for Distribution of County CARES Act Funds Application (the "Application"). The information set forth on the following pages provides a summary of the Decision regarding the Application. In some cases, additional pages may be attached containing more detailed information regarding the Decision with respect to specific request determinations, awards, denials, and partial awards.

This Decision, and the receipt and use of the Funds is subject to the requirements of the CARES Act and United States Department of Treasury guidance, the representations and warranties set forth in the Application, and the County Distribution Agreement of CARES Act Funds (the "Agreement"), all of which are incorporated herein by reference. If Funds are awarded pursuant to this Notice, in order for the Funds described in this Notice of Decision to be disbursed to the Applicant, the Applicant must approve, execute, and return an original copy of the Agreement attached to this Notice within fourteen (14) days of the date set forth above.

Questions regarding this Notice should be directed to: Melissa Duckworth, 417-546-7233 or [Melissa.Duckworth@taneycountymo.gov](mailto:Melissa.Duckworth@taneycountymo.gov).



Mike Scofield  
Mike Scofield, Presiding Commissioner

Brandon Williams  
Brandon Williams, Western District Commissioner

Sheila Wyatt  
Sheila Wyatt, Eastern District Commissioner

ATTEST:

Donna Neeley  
Donna Neeley, County Clerk



Application Section

Award Decision

Amount

Section D.4 – Compliance

Grant

Deny

Partial

\_\_\_\_\_             
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**Subtotal**

\$ \_\_\_\_\_

Section D.5 – Economic Support

\_\_\_\_\_             
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**Subtotal**

\$ \_\_\_\_\_

Section D.6 – Other

\_\_\_\_\_             
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**Subtotal**

\$ \_\_\_\_\_

**Award Total** \$18,757.02



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE AMENDMENTS TO THE LEASE AGREEMENTS WITH HUGHES ENTERTAINMENT, INC., TANS ENTERPRISE LLC, BRANSON’S BEST, INC., AND RECREATIONAL INVESTMENT & MANAGEMENT CORP. PERTAINING TO A REDUCTION IN BASE RENT FOR FISCAL YEAR 2020 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- In response to the COVID-19 pandemic and the city-wide mandated shut-down of nonessential businesses, the city has evaluated the lease agreements collectively known as the “Airport” properties.
- These properties owe rents to the city, including both base rental amounts and rents based on gross receipts. The city proposes to amend the base rent amounts for the following properties in a good-faith effort due to the pandemic as follows:
  - The contract amendments for Hughes Entertainment, Inc., TANS Enterprise, and Branson Best, Inc., reduces the base rent amount of \$25,000 by \$4,250 to \$20,750 for 2020 only. This also reduces the annual minimum rental payment due from \$55,000 to \$50,750. No other changes in rents will result for any subsequent year.
  - The contract amendment for Recreational Investment & Management Corp., reduces the base rent amount of \$80,000 by \$9,600 to \$70,400 for 2020 only. This also reduces the annual minimum rental payment due from \$145,000 to \$135,400. No other changes in rents will result for any subsequent year.
- Rents return to their normal schedules beginning January 1, 2021.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None 

**COMMUNITY PLAN 2030:** Good Governance: Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations.

**ATTACHED EXHIBITS:**

**AN ORDINANCE APPROVING THE AMENDMENTS TO THE LEASE AGREEMENTS WITH HUGHES ENTERTAINMENT, INC., TANS ENTERPRISE LLC, BRANSON'S BEST, INC., AND RECREATIONAL INVESTMENT & MANAGEMENT CORP. PERTAINING TO A REDUCTION IN BASE RENT FOR FISCAL YEAR 2020 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson currently leases property to Hughes Entertainment Inc., TANS Enterprise LLC, Branson Best, Inc., and Recreational Investment & Management Corp; and

**WHEREAS**, the COVID-19 global pandemic has caused economic hardship, including a mandatory city-wide shut-down of non-essential businesses; and

**WHEREAS**, the city wishes to make a good-faith effort through the reduction of base rent amounts for these leases for FY2020; and

**WHEREAS**, the Board of Aldermen desires to approve the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the amendment to the contract with Hughes Entertainment, Inc. to reduce the base rent amount due for FY 2020 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

Section 2: The Board of Aldermen hereby approves the amendment to the contract with TANS Enterprise LLC to reduce the base rent amount due for FY 2020 and authorizes the Mayor to execute the contract in the form attached as Exhibit "2".

Section 3: The Board of Aldermen hereby approves the amendment to the contract with Branson Best, Inc. to reduce the base rent amount due for FY 2020 and authorizes the Mayor to execute the contract in the form attached as Exhibit "3".

Section 4: The Board of Aldermen hereby approves the amendment to the contract with Recreational Investment & Management Corp. to reduce the base rent amount due for FY 2020 and authorizes the Mayor to execute the contract in the form attached as Exhibit "4".

Section 5: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Aldermen hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase

thereof, irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared invalid.

Section 6: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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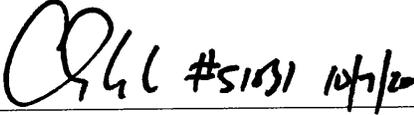
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

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Lisa K Westfall  
City Clerk

 #51831 10/7/20

---

Chris Lebeck #51831  
City Attorney

## FOURTH ADDENDUM TO LEASE AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 between Hughes Entertainment, Inc., a Missouri Corporation, the "Lessee", and the City Branson, Taney County, Missouri, the "Lessor".

**WITNESSETH:**

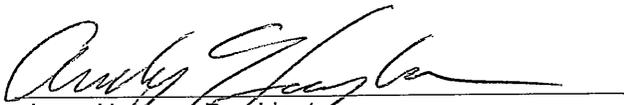
1. That said parties desire to amend the Ground Lease dated January 15, 1982, Addendum to Lease Agreement dated April 10, 1990, Addendum to Lease Agreement dated November 14, 1994, and Addendum to Lease Agreement dated August 10, 2010 as hereinafter described.
2. This addendum is binding only for that portion of the above described lease which is now held by Hughes Brothers Entertainment, Inc., as described in the following:
  - a. Sublease Agreement from Lodge of the Ozarks to Hughes Entertainment, Inc. dated January 1, 2000; and
  - b. Assignment of Commercial Ground Lease from Lodge of the Ozarks to Hughes Entertainment, Inc., dated October 24, 2004.
3. That said subsection (b) of Section 2. *Rents* of said lease agreement shall be amended to read as follows:

During the next three years of the lease, beginning January 1, 2017 and ending December 31, 2019, base rent shall be \$25,000.00 plus Three Percent (3%) of the gross, provided however, that the minimum rental payment shall be at least equal to \$55,000.00 for each year of the three (3) year periods above described. During the next year of the lease, beginning January 1, 2020 and ending December 31, 2020, base rent shall be \$20,750 plus Three Percent (3%) of the gross, provided however, that the minimum rental payment shall be at least equal to \$50,750.00 for the year period above described. During the next year of the lease, beginning January 1, 2021 and ending December 31, 2021, base rent shall be \$25,000 plus Three Percent (3%) of the gross, provided however, that the minimum rental payment shall be at least equal to \$55,000 for the year period above described.

4. In all other respects the Ground Lease dated January 15, 1982, Addendum to Lease Agreement dated April 10, 1990, Addendum to Lease Agreement dated November 14, 1994, and Addendum to Lease Agreement dated August 10, 2010 shall remain in full force and effect, except as otherwise amended hereby.

This agreement shall be binding upon Personal Representatives, Heirs, and Assigns of Lessee and upon the Successors and Assigns of Lessor.

IN WITNESS THEREOF, Lessee has hereunto affixed his signature and Lessor has caused this instrument to be duly executed, all in duplicate, as of the day and year first written above.



Lena Hughes, President  
Hughes Entertainment, Inc.

*Andy Hughes Vice President*

ATTEST:

\_\_\_\_\_  
E. Edd Akers, Mayor  
City of Branson

APPROVE TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Call #51831 9/30/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**SECOND ADDENDUM TO LEASE AGREEMENT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 between TANS Enterprise LLC, a Missouri Limited Liability Company, the "Lessee", and the City Branson, Taney County, Missouri, the "Lessor".

WITNESSETH:

1. That said parties desire to amend the Ground Lease dated February 13, 2006, Addendum to Lease Agreement dated August 10, 2010 as hereinafter described.
2. That said Section 2. *Rents*, subsection (b) of said lease agreement shall be amended to read as follows:

During the next four years of the lease, beginning January 1, 2016 and ending December 31, 2019, base rent shall be \$25,000.00 plus Three Percent (3%) of the gross, provided however, that the minimum rental payment shall be at least equal to \$55,000.00 for each year of the four (4) year periods above described. During the next year of the lease, beginning January 1, 2020 and ending December 31, 2020, base rent shall be \$20,750 plus Three Percent (3%) of the gross, provided however, that the minimum rental payment shall be at least equal to \$50,750.00 for the year period above described.

3. In all other respects the Ground Lease dated February 13, 2006, and Addendum to Lease Agreement dated August 10, 2010 shall remain in full force and effect, except as otherwise amended hereby.

This agreement shall be binding upon Personal Representatives, Heirs, and Assigns of Lessee and upon the Successors and Assigns of Lessor.

IN WITNESS THEREOF, Lessee has hereunto affixed his signature and Lessor has caused this instrument to be duly executed, all in duplicate, as of the day and year first written above.

  
 \_\_\_\_\_  
 ZIQIAN TAN, Member  
 TANS Enterprise LLC

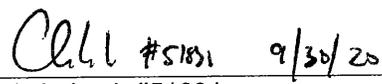
\_\_\_\_\_  
 E. Edd Akers, Mayor  
 City of Branson

  
 \_\_\_\_\_  
 QINGZHI PENG, Member  
 TANS Enterprise LLC

ATTEST:

APPROVE TO FORM:

\_\_\_\_\_  
 Lisa K Westfall  
 City Clerk

  
 \_\_\_\_\_  
 Chris Lebeck #51831  
 City Attorney

## FOURTH ADDENDUM TO LEASE AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 between Branson's Best, Inc., the "Lessee", and the City Branson, Taney County, Missouri, the "Lessor".

WITNESSETH:

1. That said parties desire to amend the Ground Lease dated January 15, 1982, Addendum to Lease Agreement dated April 10, 1990, Addendum to Lease Agreement dated November 14, 1994, and Addendum to Lease Agreement dated November 16, 2011 between Morris Hospitality, LLC and the Lessor as Assigned to Branson Best, Inc. through a real estate purchase agreement in 2017 and as hereinafter described.
2. This addendum is binding only for that portion of the above described lease now held by Lessee. As previously described by the legal description attached as Exhibit to the Addendum to Lease Agreement dated November 16, 2011.
3. That said subsection (ii) of Section 1.b *Rents* of said lease agreement shall be amended to read as follows:

During the next three years of the lease, beginning January 1, 2017 and ending December 31, 2019, base rent shall be \$25,000.00 plus Three Percent (3%) of the gross up to \$3,000,000, and Two Percent (2%) of the gross over \$3,000,000; provided however, that the minimum rental payment shall be at least equal to \$55,000.00 for each year of the three (3) year periods above described. During the next year of the lease, beginning January 1, 2020 and ending December 31, 2020, base rent shall be \$20,750 plus Three Percent (3%) of the gross up to \$3,000,000, and Two Percent (2%) of the gross over \$3,000,000; provided however, that the minimum rental payment shall be at least equal to \$50,750.00 for the year period above described. During the next year of the lease, beginning January 1, 2021 and ending December 31, 2021, base rent shall be \$25,000 plus Three Percent (3%) of the gross up to \$3,000,000, and Two Percent (2%) of the gross over \$3,000,000; provided however, that the minimum rental payment shall be at least equal to \$55,000 for the year period above described.

4. In all other respects the Ground Lease dated January 15, 1982, Addendum to Lease Agreement dated April 10, 1990, Addendum to Lease Agreement dated November 14, 1994, and Addendum to Lease Agreement dated November 16, 2011 shall remain in full force and effect, except as otherwise amended hereby.

This agreement shall be binding upon Personal Representatives, Heirs, and Assigns of Lessee and upon the Successors and Assigns of Lessor.

IN WITNESS THEREOF, Lessee has hereunto affixed his signature and Lessor has caused this instrument to be duly executed, all in duplicate, as of the day and year first written above.

  
\_\_\_\_\_  
Branson's Best, Inc.

\_\_\_\_\_  
E. Edd Akers, Mayor  
City of Branson

ATTEST:

APPROVE TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

## FOURTH ADDENDUM TO LEASE AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 between Recreational Investment & Management Corp., of Branson, the "Lessee", and the City Branson, Taney County, Missouri, the "Lessor".

### WITNESSETH:

1. That said parties desire to amend said First Amended Ground Lease dated September 7, 1983, Addendum to Lease Agreement dated November 28, 1988, and Addendum to Lease Agreement dated May 18, 2010, and Third Addendum to Lease Agreement dated November 26, 2019 as hereinafter described.
2. That said lease agreement shall be amended as follows:
  - a. Section 1(i)(j) of said lease shall be modified to read as follows:

For the year beginning January 1, 2020 and ending December 31, 2020, base rental shall be shall be \$70,400 plus the sum of the following: Three and Three Quarter percent (3.75%) of the Gross Receipts of sublessees Magic Memories USA, LLC (formerly owned by SharpShooter/Spectrum Venture, LLC), Rogers Enterprises of Missouri, Inc. d/b/a Pizza World, and Andy's Frozen Custard Branson, LLC, Four Percent (4%) of all other Gross Receipts up to \$5,000,000 and Three Percent (3%) of all other Gross Receipts that exceed \$5,000,000, provided however, that the minimum rental payment shall be at least equal to \$135,400 for the year period described above. For the next two years of the lease beginning January 1, 2021 and ending December 31, 2022 base rent shall be \$80,000 plus the sum of the following: Three and Three Quarter percent (3.75%) of the Gross Receipts of sublessees Magic Memories USA, LLC (formerly owned by SharpShooter/Spectrum Venture, LLC), Rogers Enterprises of Missouri, Inc. d/b/a Pizza World, and Andy's Frozen Custard Branson, LLC, Four Percent (4%) of all other Gross Receipts up to \$5,000,000 and Three Percent (3%) of all other Gross Receipts that exceed \$5,000,000, provided however, that the minimum rental payment shall be at least equal to \$145,000 each year of the two (2) year period above described.

3. In all other respects the First Amended Ground Lease dated September 7, 1983, the Addendum to Lease Agreement dated November 28, 1988, the Addendum to the Lease Agreement dated May 18, 2010, and the Third Addendum to the Lease Agreement dated November 26, 2019 shall remain in full force and effect, except as otherwise amended hereby.

This agreement shall be binding upon Personal Representatives, Heirs, and Assigns of Lessee and upon the Successors and Assigns of Lessor.

IN WITNESS THEREOF, Lessee has hereunto affixed his signature and Lessor has caused this instrument to be duly executed, all in duplicate, as of the day and year first written above.

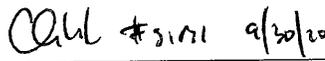
  
\_\_\_\_\_  
Craig Wescott, Vice-President  
Recreational Management & Investment Corp.

\_\_\_\_\_  
E. Edd Akers, Mayor  
City of Branson

ATTEST:

APPROVE TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE OPTION AGREEMENT FOR THE CONTRACT FOR SALE OF THE PROPERTY COMMONLY KNOWN AS THE “OLD HIGH SCHOOL” LOCATED AT 300 S. 6TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND OTHER ACTIONS IN CONNECTION WITH THE PURCHASE.

**INITIATED BY:** LEGAL DEPARTMENT

**FIRST READING:** OCTOBER 13, 2020

**FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- This is an option agreement for the sale of the property commonly known as the “Old High School” at 300 S. 6<sup>th</sup> Street.
- The City of Branson put the property out for bid earlier this year and received no bids.
- In 2019, Prairie Fire Development Group LLC executed an option to purchase the property for \$25,000 in an “AS-IS” condition on the property to build affordable housing contingent on block grant funding opportunities after being the high bidder. The Option Agreement was terminated because funding was not awarded by the State of Missouri.
- Prairie Fire Development Group LLC through Builders Development Corporation again desires an option to purchase the property again for \$25,000 in an “AS-IS” condition for purposes of an affordable housing development of forty units for individuals over fifty-five years old using MHDC tax credits.
- In order to be considered by the MHCD for tax credits, the applicant needs to have site control of the property prior to the application deadline.
- This option agreement gives Prairie Fire Development Group, LLC the option to purchase the property if their tax credit and funding and financing stream is approved by the State of Missouri.
- Staff recommends approval based on the need of safe and sanitary affordable housing for the citizens of Branson.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:**

**ATTACHED EXHIBITS:**

**AN ORDINANCE APPROVING THE OPTION AGREEMENT FOR THE CONTRACT FOR SALE OF THE PROPERTY COMMONLY KNOWN AS THE “OLD HIGH SCHOOL” LOCATED AT 300 S. 6<sup>TH</sup> STREET AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND OTHER ACTIONS IN CONNECTION WITH THE PURCHASE.**

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**WHEREAS**, the City of Branson desires to sell the property commonly referred to as the “Old High School” at 300 S. 6<sup>th</sup> Street; and

**WHEREAS**, the City of Branson put the property out for bid earlier this year and received no bids; and

**WHEREAS**, in 2019, Prairie Fire Development Group LLC executed an option to purchase the property for \$25,000 in an “AS-IS” condition on the property to build affordable housing contingent on block grant funding opportunities; and

**WHEREAS**, that Option Agreement was terminated because funding was not awarded; and

**WHEREAS**, Prairie Fire Development Group LLC through Builders Development Corporation again desires an option to purchase the property again for \$25,000 in an “AS-IS” condition for purposes of an affordable housing development of forty units for individuals over fifty-five years old using MHDC tax credits; and

**WHEREAS**, the Board of Aldermen again desires to approve the Option Agreement to purchase the property as there is a need for affordable housing in the area.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the Option Agreement for the sale of the property at 300 S. 6<sup>th</sup> Street for an amount not to exceed \$25,000.00 in the form attached hereto as Exhibit “1” and hereby authorizes the Mayor to execute all documents and other actions in connection with the Option Agreement and purchase.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

 30/20

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Lisa K Westfall  
City Clerk

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Chris Lebeck #51831  
City Attorney

## OPTION AGREEMENT

THIS OPTION AGREEMENT (this "*Agreement*") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "*Effective Date*") by and between Builders Development Corporation, a Missouri Corporation ("*Buyer*") and City of Branson, Missouri, a municipal corporation ("*Owner*" or "*Seller*"). Owner and Buyer are referred to collectively as the "*Parties*."

### WITNESSETH

**WHEREAS**, Owner owns certain real property, which totals approximately 1.76 acres, commonly referred to as 300 S. 6<sup>th</sup> Street in the City of Branson, County of Taney, Missouri (the "*Property*"), further depicted in Exhibit A attached hereto, the legal description of the Property shall be determined by a survey to be completed at a later date;

**WHEREAS**, Buyer intends to use the Property, to construct, maintain, operate, and manage an approximately forty (40) unit +/- rental housing project to be occupied primarily by individuals over the age of fifty-five years old and low income (the "*Project*");

**WHEREAS**, Buyer intends to finance the Project, in part, through the receipt of Federal low-income housing tax credits allowable under Section 42 of the Internal Revenue Code and, if available, Missouri low-income housing tax credits allowable under Chapter 135 of the Missouri Revised Statutes for low-income housing projects (collectively, the "*Tax Credits*");

**WHEREAS**, Owner desires to grant Buyer an option to obtain the Property for development of the Project consisting of an exclusive option to purchase the Property as Buyer, pursuant to the terms set forth in this Agreement; and

**WHEREAS**, Buyer desires to enter into this Agreement.

### AGREEMENT

**NOW THEREFORE**, in consideration of the respective obligations of the Parties contained herein, and other good and valuable consideration paid by Buyer to Owner, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Option**. As consideration for the Option Payment (as hereinafter defined), Owner hereby grants to Buyer:

(a) The exclusive option (the "*Option*") to purchase the Property, as Buyer, in accordance with the terms of this Agreement. Owner shall not have any discussions or negotiations with any other party as to the sale, lease or development of the Property until the expiration of the Option Term (as defined below).

2. **Option Term**.

(a) The Option hereby granted may be exercised by Buyer any time after its receipt, or an affiliate's receipt of an award for the Tax Credits; provided, however, such Option shall be exercised prior to the later of (i) March 30, 2021 or (ii) the completion of the MHDC annual funding cycle as determined by the notification letter of award or rejection of Tax Credits to the Project (the "**Initial Option Term**").

(b) Buyer shall have the right, at its option, to extend the Initial Option Term for the later of (i) an additional period of twelve (12) months or (ii) an additional MHDC Tax Credit funding cycle (the "**Additional Option Period**"), with said period to begin upon the expiration of the Initial Option Term; provided, however, that the Additional Option Period shall be automatically exercised by Buyer unless Buyer determines not to extend the Initial Option Term and gives Owner written notice of such determination on or prior to the expiration of the Initial Option Term. (The Initial Option Term and the Additional Option Period shall be collectively referred to as the "**Option Term**.") If the Project fails to qualify for the Tax Credits and/or the County Development Funds upon the expiration of the Option Term, this Agreement shall terminate and the Parties shall have no further obligation hereunder.

3. **Option Payment.** Buyer shall pay Owner a refundable (except as otherwise expressly provided herein) option payment in the amount of One Thousand and 00/100 Dollars (\$1,000.00) (the "**Option Payment**") as consideration for the Option granted hereunder. The Option Payment shall be a credit against the payment of the Purchase Price (as set forth in the Contract attached hereto) if the Option is exercised. If the Option is exercised, an additional Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid by Buyer to Owner and this additional payment shall be considered part of the Option payment and be credited towards the Purchase Price at Closing. If the Option is not exercised, then Owner shall refund the entire Option Payment to the Buyer. If the Option is exercised, but Closing does not occur, the entire Option Payment shall be non-refundable, unless otherwise stated in this Agreement or the Contract.

4. **Exercise of Option.** Buyer shall give written notice to Owner of its exercise of the Option granted on or before the expiration of the Option Term. The Option exercise notice shall specify a date (the "**Exercise Date**"), which shall be the effective date of the Purchase Agreement as described below; provided, however, that the Exercise Date shall occur on or before the date of the Missouri Housing Development Commission's closing of the Project.

5. **Joint Representation And Warranties.** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other.

(a) **Authority.** Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein and to consummate this transaction.

(b) **Actions.** No further consent of any partner, shareholder, member, manager, creditor, investor, judicial or administrative body, governmental authority or other party is required.

(c) **Valid and Binding.** This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

6. **Owner's Covenants.** So long as this Agreement remains in full force and effect:

(a) Owner will not encumber the Property or any part thereof.

(b) Owner will not sell or otherwise transfer title to the Property or any part thereof to any third party; *provided, however*, Owner may transfer title to the Property to members of the Owner's family or to an entity controlled by the Owner or the Owner's family, subject to the terms of this Agreement.

(c) Owner will reject any prospective leases, purchase agreements or purchase offers for the Property or any part thereof presented by any third party.

(d) Owner represents and warrants that it has merchantable title to the Property and the authority to enter into this Agreement.

7. **Due Diligence.** During the Option Term, Buyer shall have unlimited access to the Property to conduct such due diligence as Buyer solely determines. Such due diligence shall include but not be limited to soil borings, geotechnical surveys and/or environmental tests, including, but not limited to, "Phase I" or "Phase II" environmental analyses, and other tests to determine whether the Property will be suitable for Buyer's potential business purposes. Owner shall cooperate with Buyer's due diligence. Buyer agrees to indemnify and hold harmless Owner against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from such surveys or tests; provided, however, that Owner shall not be indemnified for the negligence or willful misconduct of Owner, or its employees, agents, contractors or invitees. Within fifteen (15) days after the Effective Date of this Agreement, Owner shall provide to Buyer copies of existing title commitments, owners' policies, maps, surveys, soil borings, zoning information or other documents or records that may be useful in Prospective Tenant's determination of whether to develop the Property.

8. **Purchase.** If Buyer, as Purchaser, exercises the Option, then the Parties shall enter into a purchase contract (the "***Contract***") for the Property, in substantially the form as Exhibit C attached hereto and incorporated herein.

9. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and must be personally delivered or sent by recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the intended party at its address set forth below:

Buyer : Builders Development Corporation  
Attn: Tom Cole  
600 E 103<sup>rd</sup> Street  
Kansas City, MO 64131  
(816) 674-0789

With a copy to: Spencer Fane LLP  
Attn: S. Shawn Whitney  
2144 E. Republic Rd., Ste. B300  
Springfield, MO 65804  
(417) 888-1000

Owner: City of Branson, MO  
Attn: Contract Management  
110 W. Maddux St. Suite 205  
Branson, MO 65616  
(417) 337-8524

All such notices shall be deemed received on the date delivered or upon refusal of delivery.

10. **Broker.** Owner represents and warrants to Buyer, and Buyer represents and warrants to Owner, that no broker or finder has been engaged by either of them, respectively, in connection with any of the transactions contemplated by this Agreement, or to their knowledge is in any way connected with any of such transactions. Buyer will indemnify, save harmless and defend Owner from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any other person or entity claiming to have been retained or contacted by Buyer in connection with this transaction. Owner will indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Owner in connection with this transaction.

11. **Costs.** Buyer shall all costs, if any are associated, with consolidating or subdividing the Property, if the Property requires that it be consolidated or subdivided to carry out the terms of this Agreement, including, but not limited to, any reasonable surveying costs and any reasonable filing fees incurred by Owner, but specifically excluding any costs associated with any official municipal activity conducted by any municipal employee, officer, agent, or representative or any municipal body or committee.

12. **Miscellaneous:**

(a) **Partial Invalidity.** If any term or provision of this Agreement will be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will

not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

(c) Assignment: Buyer shall have no right to assign this Agreement without the prior written consent of the Owner, except Buyer shall have the right to assign the rights of Buyer under this Agreement to an entity that is an affiliate of Buyer.

(d) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto.

(e) Attorneys' Fees. If either party breaches this Agreement, the breaching party shall pay any reasonable attorneys fees, court costs, and other expenses that the non-breaching party incurs due to such breach.

(f) Entire Agreement. This Agreement constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.

(g) Time of Essence. Owner and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

(h) Governing Law. Owner and Buyer hereby acknowledge and agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the substantive laws of the State of Missouri.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together they shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or PDF.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the date above.

**BUYER:**

Builders Development Corporaion, a Missouri corporation

By: 

Thomas A. Cole, CEcD  
Builders Development Corporation  
Title: Executive Director

**OWNER:**

CITY OF BRANSON, MISSOURI, a municipal corporation

By: \_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

\_\_\_\_\_

Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

 #51831 10/1/20

Lebeck #51831

Chris

City Attorney

**EXHIBIT A**

**TRACT II: ALL OF LOTS 1 THROUGH 24 INCLUSIVE OF BLOCK 5, TOWN OF LUCIA, TANEY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.**



**EXHIBIT B**

**CONTRACT FOR SALE OF REAL ESTATE**

**THIS CONTRACT FOR SALE OF REAL ESTATE** (this "*Contract*"), entered into between the City of Branson, Missouri, a municipal corporation as "*Seller*" and Builders Development Corporation., a Missouri Corporation or its assigns as "*Purchaser*", as of the date the above Option is exercised by the Purchaser, in accordance with the terms and conditions of the Option Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is mutually covenanted and agreed as follows:

1. **Property.** The Seller hereby sells and agrees to convey to the Purchaser and the Purchaser hereby purchases from the Seller:

Certain real property owned by the Seller which totals approximately 1.76 acres, commonly referred to as 300 S. 6<sup>th</sup> Street in the City of Branson, County of Taney, State of Missouri (the "*Property*"), the legal description of the Property shall be determined by a survey to be completed at a later date.

2. **Purchase Price.** Seller agrees to sell and Purchaser agrees to buy the Property for the total consideration of **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)** (the "*Purchase Price*"). The balance of the Purchase Price after giving credit for the Option Deposit shall be paid at closing.

3. **Taxes.** Real estate taxes assessed by Taney County, Missouri or other applicable taxing jurisdiction for the year of closing shall be prorated as of the date of closing for the year, and taxes for each subsequent year thereafter shall be paid by the Purchaser. Seller's part of taxes are to be figured and prorated and deducted from the Purchase Price.

4. **Title.** Title merchantable in fact shall be conveyed by General Warranty Deed free and clear of all encumbrances except as herein provided. Should Seller be unable to convey good title acceptable to Purchaser's Attorney and Title Company, Seller shall refund all sums advanced by Purchaser to Purchaser and neither party shall have any further rights under this Contract.

5. **Title Insurance.** At least thirty (30) days prior to closing, Seller shall deliver or cause to be delivered to Purchaser, a Title Commitment for an ALTA (Form B) Policy of Title Insurance in an amount equal to the Purchase Price. Said Commitment shall obligate the Title Insurance Company to insure the Title to the Property in the name of Purchaser or its assigns, subject only to customary standard exceptions in said policy form.

6. **Parties' Representations and Warranties; Seller Disclaimer.**

a. As a material inducement to the execution and delivery of this Contract by Purchaser and the performance by Purchaser of its duties and obligations hereunder, Seller

does hereby warrant and represent to Purchaser as of the Effective Date, and as of the Closing Date:

(i) Legal Compliance. Except as disclosed in writing to Purchaser prior to the expiration of any review period, to Seller's actual knowledge without investigation, there has been no past or continuing violation, or alleged violation, of any legal requirement affecting the Property by an official written notification by a governmental authority; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, building, zoning, subdivision, fire or other law, statute, ordinance, code, regulation, rule or order (collectively, "**Laws**").

(ii) Litigation. To Seller's actual knowledge, without investigation, there are no pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Property which could result in a potential lien against the Property.

(iii) Other Agreements. To Seller's actual knowledge, without investigation, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which could give rise to claims affecting the Property.

(iv) Governmental Actions. To Seller's actual knowledge, without investigation, there are no threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Property.

(v) The Property (including, without limitation, all structural features, fixtures and systems such as heating and air conditioning equipment) are being sold by Seller to Purchaser **AS IS** and **WITH ALL FAULTS** and all such physical conditions must be satisfactory to Purchaser during any review period or Purchaser need not elect to close and therefore Seller is not making any warranties or representations with respect to the physical condition of the Property.

(vi) Authority. If Seller's governing body has authorized this Contract, or upon such authorization, Seller has full right, power and authority to sell, convey and transfer the Property as provided in this Contract. The execution and delivery of this Contract is, and the execution and delivery of all documents required of Seller hereunder when delivered by Seller will be, duly authorized, validly and legally binding upon Seller and enforceable in accordance with their respective terms, and Seller shall provide such documentation to Purchaser and to the Title Company sufficient to evidence such authority.

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO

WARRANTIES WITH RESPECT TO THE PROPERTY, TAX LIABILITIES, ZONING, LAND VALUE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER IS BUYING THE PROPERTY "**AS IS**" AND "**WITH ALL FAULTS**" IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, PURCHASER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT; and

FURTHER AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS CONTRACT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND OR PROPERTY (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THIS CONTRACT AND THE SPECIAL WARRANTY DEED, PURCHASER ACKNOWLEDGES THAT PURCHASER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH LAND AND PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND AND PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS.

b. Purchaser represents and warrants to Seller that, as of the Effective Date hereof and on the Closing Date:

(i) Purchaser is a limited partnership validly existing and in good standing under the laws of the State of Kansas.

(ii) Purchaser has the authority to execute this Contract and to perform its obligations under this Contract. The person(s) executing this Contract on behalf of Purchaser are authorized to do so.

(iii) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceeding in bankruptcy or under other debtor relief laws contemplated by, pending or threatened against Purchaser.

7. **Closing and Costs.** The closing date of this Contract shall occur within three hundred sixty days (360) days from exercise of the Option (the "**Closing Date**"). Notwithstanding the foregoing, Closing shall remain at all times subject to and automatically extended by any period of extension required by any financing source and will remain subject to any approval required by MHDC or DED. Possession shall be granted to Purchaser on the Closing Date. Purchaser agrees to pay all closing costs including document preparation, survey costs, title insurance, and recording fees, and any costs associated with Purchaser's financing of the property, which shall also be the responsibility of Purchaser.

8. **Conditions.** The following conditions shall apply to Purchaser's and Seller's rights and interests under this Contract:

a. **Allocation of Housing Tax Credits.** This Contract is conditioned upon Purchaser receiving an allocation of housing tax credits ("**Tax Credits**") from the Missouri Housing Development Commission ("**MHDC**") and an allocation of Community Development Block Grant funds ("**CDBG Funds**") from the Missouri Department of Revenue ("**DED**") sufficient to complete the project as submitted to MHDC. The only allowed residential use on the Property shall be for low-income housing as further defined in Purchaser's application for Low Income Housing Tax Credits to MHDC (the "**Residential Restriction**"). The Residential Restriction shall be evidenced by a deed restriction recorded as an encumbrance to the title to the Property.

b. **Environmental Inspection/Reporting.** Purchaser shall, at its sole cost and expense, have the right, but not the obligation, to inspect and examine the Property along with a qualified Environmental Engineer and/or Environmental Abatement Contractor to determine environmental conditions present on or otherwise affecting the Property. Additionally, Purchaser may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property; Should the Property assessment identify any conditions the Purchaser determines, in their sole discretion, to be of such a nature as to make the Project unfeasible, then Purchaser shall have no obligation to close under this Agreement and Seller shall refund all sums advanced by Purchaser to Purchaser, except for any Option Deposit previously provided, and neither party shall have any further rights under this Contract.

c. **Zoning and Utilities.** The parties acknowledge that the Property is currently zoned [\_\_\_\_\_]. This Contract is expressly conditioned upon the Property being properly zoned for the Project, including permitting up to twenty-four (24) units per acre, and having water and sewer services and public utility service for electric with sufficient capacity for Purchaser's Project (including 40 +/- residential units) to be developed on the site. If the Purchaser fails to obtain proper documentation from an appropriate governmental authority, satisfactory to Purchaser in Purchaser's sole discretion, on or before Closing, evidencing that the Property is properly zoned to allow the construction and development of approximately forty (40) residential units on the Property, Purchaser may elect to terminate this Contract, and the entire Option Deposit shall be immediately returned to Purchaser, and Purchaser shall have no further obligation to close under this Contract.

d. **Financing.** This Agreement is conditioned upon Purchaser securing construction financing and a commitment for end-loan financing within thirty (30) days after exercising Purchaser's option hereunder.

**In the event that the conditions listed in items a. through d. above are not met to Purchaser's sole satisfaction, then Purchaser shall have no further obligation to close under this Contract and the Escrow Agent shall refund the Option Deposit advanced by Purchaser to Purchaser and neither party shall have any further rights under this**

**Contract for Sale of Real Estate.**

9. **Time of the Essence.** Time is and shall be of the essence of this Contract.

10. **Binding on Successors/Assignment.** This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, trustees and assigns of the parties hereto. This Contract may be assigned by Purchaser without the prior consent of the Seller.

11. **Remedies of Default; Notice and Cure Rights.**

a. **Termination.** If this Contract is terminated by Purchaser pursuant to any one or more Sections hereof which entitle Purchaser to terminate this Contract, or if the sale contracted for herein is not consummated due to a material default on the part of the Seller, then the Earnest Money shall be refunded immediately to the Purchaser by the Title Agent. The return of such Earnest Money, and acceptance thereof by the Purchaser, shall not in any manner be construed as a waiver of the Purchaser's right of specific performance or damages, and Purchaser may seek either.

b. **Purchaser's Default.** In the event all conditions of this Contract are satisfied or waived by Purchaser and in the event all covenants and agreements to be performed by Seller prior to Closing are fully performed or waived by Purchaser, and in the event that performance of this Contract is tendered by the Seller and the sale of the Property is not consummated through default on the part of the Purchaser on the Closing Date, then the Earnest Money shall be retained by the Seller and Seller may seek damages for breach of contract by Purchaser and/or any other available equitable or legal remedy, including seeking specific performance. In the event of Purchaser's default, Seller shall be entitled to recover all reasonable attorneys' fees, court costs and other costs and expenses incurred by Seller in connection with the pursuit of an action described herein.

c. **Seller's Default.** In the event that any of the Seller's representations or warranties contained herein are materially untrue or if Seller shall have failed to have performed any of the covenants or agreements contained herein which are to be performed by Seller for any reason, Purchaser may, at its option: (a) terminate this Contract by giving written notice of termination to Seller and Seller's Counsel and receive a full and immediate refund of the Earnest Money; (b) seek to enforce specific performance of this Contract and recover all reasonable attorneys' fees, court costs and other costs and expenses incurred by Purchaser in connection with the pursuit of such specific performance action; or (c) terminate this Contract by giving written notice of termination to Seller and Seller's Counsel, receive a full and immediate refund of the Earnest Money, and seek damages for breach of this Contract by Seller and/or any other available equitable or legal remedy. In the event of Seller's default, Purchaser shall be entitled to recover all attorney fees, court costs and other costs and expenses incurred by Purchaser in connection with the pursuit of an action described herein.

d. Parties' Notice and Cure Rights. Notwithstanding anything to the contrary herein, neither party shall be considered in breach or default of any obligation to be performed by such party under this Contract unless and until the other party gives such party written notice describing such non-performance and such party fails to cure the same within five (5) business days after receipt of such notice.

e. Limitations of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES AND LOSS OF BUSINESS OPPORTUNITY, FOR ANY CAUSE OF ACTION, ARISING IN CONNECTION WITH THIS CONTRACT WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

12. Miscellaneous.

a. Governing Law. This Contract shall be construed in accordance with the laws of the State of Missouri.

b. Severability. If any provision of this Contract is held to be invalid, the remaining provisions of this Contract shall not be affected thereby, but shall continue in full force and effect.

c. Notice. All notices, approvals and other communications required or permitted under the terms hereof shall be in writing and sent via U.S. mail and via email to the respective parties at the address and email addresses set forth as follows:

**If to Purchaser:** Builders Development Corporation  
Attn: Tom Cole  
600 E 103<sup>rd</sup> Street  
Kansas City, MO 64131  
(816) 674-0789

**With a copy to:** Spencer Fane LLP  
Attn: S. Shawn Whitney  
2144 E. Republic Rd., Ste. B300  
Springfield, MO 65804  
(417) 888-1000

**If to Seller:** City of Branson, MO  
Attn: Contract Management  
110 W. Maddux St. Suite 205  
Branson, MO 65616  
(417) 337-8524

d. Counterparts. This Contract may be executed in several counterparts and when so

executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

e. Entire Agreement. This Contract sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Contract, and there are no other promises, warranties or understandings, oral or written, of any kind or nature whatsoever among them with respect to the subject matter set forth herein. This Contract shall not be altered, amended, changed or modified except in a writing executed by the parties.

f. Reports. Purchaser shall provide to Seller project status reports including correspondence with government and private entities regarding obtaining the necessary approvals for the planned project. These reports will be sent to the Seller with the understanding they are being sent for informational purposes only and that Seller shall have no control over the content of the documents that are delivered in connection with this paragraph.

g. Permitted Assignment. Seller hereby acknowledges that Purchaser intends to use the Property for a real estate development. In connection therewith, Purchaser shall have the right to assign its rights under this Contract to an "affiliate" of Purchaser as defined in the parties' MOU for this transaction at any time prior to Closing without obtaining Seller's consent.

h. Brokers. Each party represents that it has not engaged any broker, agent and/or finder with respect to this transaction. Each party shall defend, indemnify and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, reasonable attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker, agent and/or finder in connection with the Property or this Contract as a result of the acts or omissions of such party.

i. Timing; Business Days. If the date for the performance of any obligation or the giving of a Notice or the expiration of any time period hereunder falls on a day that is not a business day such date shall be extended until the next day which is a business day. A "**business day**" is a day other than a Saturday, Sunday or legal holiday recognized by national banks in Kansas City, Missouri.

j. Further Acts; Reasonableness and Cooperation by Parties; Time for Certain Actions. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered under this Contract, Seller and Purchaser agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to

actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Contract be unreasonably made. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within fifteen (15) days after it is requested in writing or it shall be deemed given.

k. Recording. This Contract shall not be recorded and Purchaser agrees that recording same constitutes a default by Purchaser.

l. No Third Party Beneficiary. This Contract is solely between Seller and Purchaser and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

m. Mail Forwarded; Removal of Personal Property. Purchaser shall promptly forward to Seller all correspondence, mail, payments and documents received by Purchaser after Closing which relate to the operation of the Property prior to Closing and are the property of Seller. Seller shall promptly forward to Purchaser all correspondence, mail, payments and documents received by Seller which relate to the operation of the Property after Closing and are the property of Purchaser. Seller must complete the removal of all items of personal property located on the Property to be retained by the Seller on or before ten (10) business days after the Closing or the same shall be considered as abandoned by the Seller and the property of the Purchaser.

n. Electronic Transactions. The parties agree that the transactions described herein may be conducted and this Contract and related documents (including signatures of parties to this Contract and related documents) may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

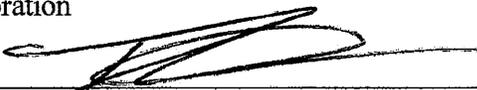
o. Optional Evidence of Execution. Each party may enter into this Contract by sending the other party a facsimile (fax) or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this Contract as soon as reasonably possible thereafter.

[SIGNATURE PAGE FOLLOW]

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**PURCHASER:**

Builders Development Corporation, a Missouri corporation

By: 

Thomas A. Cole, CEcD  
Executive Director

**SELLER:**

CITY OF BRANSON, MISSOURI, a municipal corporation

By: \_\_\_\_\_  
E. Edd Akers  
Mayor

**ATTEST:**

APPROVED AS TO FORM:

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Lisa K Westfall  
City Clerk

Chris #51831 10/1/20  
Chris  
Lebeck #51831  
City Attorney

**Exhibit A**

**LEGAL DESCRIPTION**

**TRACT II: ALL OF LOTS 1 THROUGH 24 INCLUSIVE OF BLOCK 5, TOWN OF LUCIA, TANEY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.**



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING CHAPTER 2 SECTION 28 OF THE BRANSON MUNICIPAL CODE PERTAINING TO ADMINISTRATIVE AND SUPERVISORY COMMITTEES

**INITIATED BY:** LEGAL DEPARTMENT ON BEHALF OF ADMINISTRATION

**FIRST READING:** OCTOBER 13, 2020      **FINAL READING:** OCTOBER 27, 2020

**EXECUTIVE SUMMARY:**

- The City of Branson currently has three administrative committees that under Branson Municipal Code Sec. 2-28 provide advice and guidance to the mayor and administration in the areas of human resource, budget and finance, and capital improvements.
- In the operation of these three committees the duties of the budget and finance committee and capital improvement committee overlap.
- The purpose of this ordinance is to combine the Budget and Finance Committee with the Capital Improvements Committee in order to more efficiently and effectively serve the needs of the mayor, administration and the citizens of Branson and to improve communication.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the current year's budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** G-3.1: Decision Making.

**ATTACHED EXHIBITS:**

2  
3  
4 **AN ORDINANCE AMENDING CHAPTER 2 SECTION 28 OF THE BRANSON**  
5 **MUNICIPAL CODE PERTAINING TO ADMINISTRATIVE AND SUPERVISORY**  
6 **COMMITTEES.**  
7

---

8  
9 **WHEREAS**, the City of Branson currently has three administrative committees that under  
10 Branson Municipal Code Chapter 2, Section 28 provide advice and guidance to the mayor and  
11 administration in the areas of human resource, budget and finance, and capital improvements; and  
12

13 **WHEREAS**, in the operation of these three committees the duties of the budget and finance  
14 committee and capital improvement committee overlap; and  
15

16 **WHEREAS**, to more efficiently and effectively serve the needs of the mayor, administration and  
17 the citizens of Branson and to improve communication the Board desires to combine the budget  
18 and finance committee and capital improvement committee.  
19

20 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE**  
21 **CITY OF BRANSON, MISSOURI, THE FOLLOWING:**  
22

23 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this  
24 ordinance shall become and be made a part of the Branson Municipal Code, and the  
25 sections of this ordinance may be renumbered to accomplish such intention.  
26

27 Section 2: That Section of the Branson Municipal Code is hereby amended to read as follows:  
28

29 Sec. 2-28. - Administrative/supervisory committees.  
30

31 (a) The mayor may appoint members of the board to serve on the following committees:

- 32 (1) Human resources committee.
- 33 (2) **Finance** [~~Budget and finance~~] committee.
- 34 [~~(3) — Capital improvement committee.~~]

35 (b) The duties of the human resources committee shall be:

- 36 (1) To review and make recommendations to the board regarding all amendment to the
- 37 city's human resources manual.
- 38 (2) To review and make recommendations to the board regarding all amendments to the
- 39 salary schedules for each budget year.
- 40 (3) To review employee benefit packages annually.
- 41 (4) To review and recommend policies to the board regarding staff development.
- 42 (5) To assume other responsibilities as may from time to time be assigned by the board.

43 (c) The duties of the [~~budget and~~] finance committee shall be:

- 44 (1) To review and recommend the operations budget to the board.
- 45 (2) To review and recommend changes to the city's purchasing and accounting procedures
- 46 to the board.
- 47 (3) To review and recommend to the board procedures necessary to ensure the financial
- 48 health of the city.

- 49 (4) To assume other responsibilities as may from time to time be assigned by the board.  
50 **(5) To review and recommend capital improvements to the board each fiscal year.**  
51 **(6) To work with staff to establish procedures for the selection of consulting services**  
52 **for capital improvements.**  
53 **(7) To recommend the selection of consulting services needed for capital**  
54 **improvements to the board.**

- 55 [~~d~~]—The duties of the capital improvement committee shall be:  
56 (1) — To review and recommend capital improvements to the board each fiscal year.  
57 (2) — To work with staff to establish procedures for the selection of consulting services for  
58 capital improvements.  
59 (3) — To recommend the selection of consulting services needed for capital improvements  
60 to the board.  
61 (4) — To assume other responsibilities as may from time to time be assigned by the board.]

62 ([~~e~~]d) The mayor and city administrator shall serve on each of the committees mentioned in this  
63 section along with the appointed members of the board.

64 ([~~f~~]e) Additionally, the mayor and the board may appoint citizens to serve on each of the  
65 committees. [~~There may be a maximum of two citizens per committee appointed annually.~~]  
66 Appointees must be a citizen of the city or associated with a business operating inside the city  
67 limits.

68 ([~~g~~]f) Each committee shall adopt procedures as necessary to allow for the efficient  
69 administering of their assigned duties.

70 ([~~h~~]g) Each committee member shall have a right to vote.

71  
72 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE  
73 WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.

74  
75 Section 3: This ordinance shall be in full force and effect from and after its passage by the  
76 Board of Aldermen and approval by the Mayor.

77  
78  
79 Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

80  
81  
82 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of  
83 Branson, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

84  
85  
86  
87 \_\_\_\_\_  
88 E. Edd Akers  
89 Mayor

90 ATTEST:

APPROVED AS TO FORM:

91  
92  
93  
94 \_\_\_\_\_  
95 Lisa K. Westfall  
96 City Clerk

 9/25/2020  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney