

# NOTICE OF MEETING



## BOARD OF ALDERMEN

*Regular Meeting – Tuesday, September 22, 2020 – 6:00 p.m.*  
Council Chambers – Branson City Hall – 110 W. Maddux

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:

- **Jamie Rouch**

### ROLL CALL

### 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 3, 2020 Special Study Session**
  - b) **September 8, 2020 Regular Meeting**
- 2) **Acknowledge Receipt of Minutes:**
  - a) **Advisory Park Board meeting of August 18, 2020**
- 3) **Acknowledge Receipt of Annexation Petition filed for:**
  - a) **Property located at 121 Lenhart Lane**
- 4) **Final Reading of Bill No. 5856 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.**

- 5) **Final Reading of Bill No. 5857 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.**
- 6) **Final Reading of Bill No. 5858 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.**
- 7) **Final Reading of Bill No. 5859 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.**
- 8) **Final Reading of Bill No. 5861 amending the adopted 2020 Budget for the City of Branson, to adjust monies for the General Fund and the Convention Center Fund.**

**REGULAR:**

- 9) **Presentation on Christmas Lights.**
- 10) **First 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.**
- 11) **First 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.**
- 12) **First 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.**
- 13) **First 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.**
- 14) **First Reading of Bill No. 5867 amending the adopted 2020 Budget for the City of Branson to adjust monies for the Parks Internal Service Fund.**
- 15) **First Reading of Bill No. 5868 amending the adopted 2020 Budget for the City of Branson to adjust monies for the Water Sewer Capital Fund.**
- 16) **First 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.**
- 17) **First 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.**

- 18) **First 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.**
- 19) **First 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.**
- 20) **First 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.**
- 21) **First 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.**
- 22) **First 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.**
- 23) **First 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.**
- 24) **First Reading of Bill No. 5877 approving the 2021 Dental Insurance Premiums from Delta Dental of Missouri for the City of Branson.**
- 25) **First 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.**

## **REPORTS**

## **ADJOURN INTO EXECUTIVE SESSION**

**Closed Executive Session pursuant to 610.021.2 RSMo for real estate.**

## **ADJOURN**

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Lisa Westfall, City Clerk, 417-337-8522

# MINUTES

SPECIAL STUDY SESSION OF THE BOARD OF ALDERMEN  
CITY OF BRANSON, MISSOURI  
September 3, 2020

## INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met for a special study session in the Council Chambers of the Branson City Hall on September 3, 2020, at 2:00 p.m.

## ROLL CALL

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

## AGENDA

Discussion on Ordinance 2020-0072 pertaining to face coverings, public spaces and the spread of communicable diseases.

(Jerry Henry, CEO of H2R Market Research, provided a presentation via teleconference and Lisa Marshall, Director of the Taney County Health Department provided a presentation).

**The meeting recessed at 2:28 p.m. and reconvened at 2:32 pm.**

**Alderman Skains left the meeting at 3:28 p.m. and returned at 3:29 p.m.**

## ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Skains moved to adjourn, seconded by Alderman Milton. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Meeting adjourned at 3:57 p.m.

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E. Edd Akers  
Mayor

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Lisa Westfall  
City Clerk

# MINUTES

THE REGULAR MEETING OF THE  
BOARD OF ALDERMEN  
CITY OF BRANSON, MISSOURI  
September 8, 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 8, 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 Ted Martin 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.

Mayor Akers announced the requirement for City Hall and for the City of Branson when people can't social distance properly inside, is to wear a mask or face covering. He encouraged everyone to wear a face covering. He asked everyone to keep the covering over their nose and mouth.

**The meeting recessed at 6:02 p.m. and reconvened at 6:10 p.m.**

## PUBLIC COMMENT

Mayor Akers read a statement regarding decorum and stated in order to give everyone a chance to speak tonight, I would like to ask if anyone is speaking on an item that you keep your comments succinct, to the topic and as short as possible. You will be allowed to only speak once on an item and please do not repeat what has already been said by another person. Once public discussion has ended on an item and the Board starts their discussion, no additional comments will be taken from the audience. However, a Board member can ask to call someone back up to the podium. We ask you to please follow the five minute guideline for this section of the public comments. You need to come to the podium, remember to state your name and address and for the purposes of this meeting, it's City taxpayers and residents.

Doug Clark, 121 A Saint Andrews Street, Branson, Missouri, commented on what he's seen here tonight and suggested everyone take a look at Australia and New Zealand to see where the mask ordinance will go from here and what it's done to the citizenry of those countries. He added, they take an innocuous rule to supposedly save people from a disease that may or may not be as dangerous as everybody portrays it to be. They've taken it to the point where they are arresting people and dragging them out of their houses for not wearing a mask and not complying with an ordinance. He feels it will make people really upset to see where this can go from here. Mr. Clark reported the counting methods being done for this disease are about as fraudulent as they can get, yet people are basing everything they're doing on the Centers for Disease Control's (CDC) counts and tracing and tracking people. The CDC just said their counts are skewed; 79 million tests with 6 million positive and 9% of the 79 million are how many people tested positive. He clarified it doesn't mean they're sick, they may be asymptomatic and from the rules about 30 or 40 days ago, it's came up with a third edict on how to figure out who has this disease. With the tracing and tracking methodology, they were counting 15 more people, regardless of whether they were tested or not. People who they think they might have come in contact with. He explained this has allowed them to bump up their counts 15 times. He invited everyone to look at Collin County, Texas' meeting in which its health department

showed the PowerPoint on how it's counting cases. He commented that's exactly what they're doing and he would bet if everything was added up in every county, the people dying from everything from ingrown toenails are being labeled COVID-19. Mr. Clark commented, people are being had and are going to make themselves victims of a police state if this continues to go on. The problem is going to be people are going to reject this sooner or later and mentioned his doctor isn't going to take the vaccine when it comes out. She works for Cox and knows that it's more risky to take the vaccine than it is to actually get this particular disease that they're trying to protect everyone from. Mr. Clark encouraged everyone to look up Judge Chris Hill in Collin County, Texas, to see what they're arguing about there. He's calling the state now on inflating the counts and Texas is one of the states with the biggest numbers right now due to this fictitious counting system that's been put in place. Whether a state is Republican or Democrat it doesn't matter, those are the states that if they go along with the CDC, the National Institutes of Health (NIH) and the World Health Organization's (WHO) suggestions, this is the end result. Mr. Clark said he's almost beside himself and feels it was a little bit too much for him tonight to witness and really kind of sickening. If people want to see the transition from the first time they were telling people how to count this disease, they started out on March 3rd with national vital statistics and doctors were being told to label everything that was coming out of the morgue with COVID-19, regardless of what people were sick with. That was what they allowed them to do and on March 24th they came back again with another mortality rate for what they were supposed to do. April 6th is when the CDC and everyone came out with the advice on the masks. It was advice, and it started out with the World Health Organization, then went down through the National Institutes of Health, then down through all the health departments including Branson's. He explained there are people getting a lot of money from all of this, those who are imposing this on everyone.

Brian Seitz, 1805 Miller Drive, Branson, Missouri, introduced himself as the Republican candidate for the 156th District State Representative and he found the removal of citizens who caused no issues to be extremely disturbing. He mentioned attending the Hollister City Council meeting shortly after attending the City of Branson's Study Session on Thursday. He found here there was a lot of animosity, anger and frustration from both sides of the issue, including the Board of Aldermen. Then he went to Hollister and people were shaking hands, hugging, not wearing masks and people were living like human beings. He would like to see that happen again here and would rather not see the great police force have to escort people from the building due to having a medical issue that doesn't allow them to wear a mask. He would appreciate some thought on that and pointed out contrary to the opinion of some on the Board, he's not here as part of a political grandstand. He explained he's here as a citizen of the City for over 30 years who's recently watched Branson's elected leaders use their power to restrict the freedom of movement of its citizens, even their ability to show their faces, which he finds very disgusting. He feels the Board has failed the City and once more it has the opportunity to allow an ineffective, overreaching government mandate to expire without renewal or alteration. He commented, now is the time to do so; it's time to do the right thing and give the power back to individual citizens and businesses to determine their own response to the COVID-19 issue. He reported on Thursday the Taney County Health Department (TCHD) noted a recent downturn in cases. Alderman Milton then accurately noted that the tourist area of Lake of the Ozarks had almost identical numbers with no mask mandate and is thriving economically. In fact, areas that have no mask mandate often have the same or better numbers than those with forced compliance. In Branson, forced business closures, stay-at-home orders and the mask mandate have crippled its spring and summer as was seen in the second quarter financial update. Conversely, free Hollister continues to see healthy economic growth and increased revenues. Mr. Seitz stated, while the virus is real, the response including media fear-mongering and threats of fines and license removals is a political tactic meant to control behavior. As was heard from hospital representatives during the July meeting, it's about behavior modification of a free people. The Board is playing politics with people's lives and fear has driven this Board to extremes. Those extreme reactions have caused irreparable harm to many of the great businesses in the City; some of the representatives and business owners are here tonight. He added, we the people can make our own decision about whether or not to wear a mask; we don't need our government overlords to tell us what's good for us. He recalled some of the Board members saying it's their job to secure people's health and safety which is not their job. Their job is to secure economic and social liberty, including the liberty to keep people's faces uncovered. Mr. Seitz stated the time is now to end all mandates, initiate a policy of freedom over fear and do what it should do as a small local government: guarantee people the right to life, liberty and the pursuit of happiness without government intervention. He added, leave our

homes, businesses and faces alone; we know what's best to do with the life that God has given us. He asked the Board for no more mask mandates.

Marshall Howden, 106 Rose Oneil Drive, Branson, Missouri, expressed his excitement about the results of the study presented by Sound Diplomacy 12 days ago here in the Council Chambers. He explained the study was on the overall health and direction of Branson's live music show industry which he feels has been a long-time coming; both the study itself and the culmination of many of the shows in general. He's here this evening as part of a group calling for a Music and Theater Commission to be established at City Hall per the direction heard from the Chamber of Commerce's study presented on August 27th. That report alluded to a number of steps forward to ensure the industry's success in the future. Mr. Howden reported some of the steps included addressing the taxation on the ticket resellers' issue, diversifying entertainment offerings and uniting as an industry with common goals. At this meeting, he asked a question of the presenter from Sound Diplomacy about the feasibility and necessity of such a commission and it was answered with strong familiarity. He informed everyone the Music and Theater Commission Proposal isn't his idea, but something music cities have in every part of the country. Sound Diplomacy has worked with many of them in cities such as Austin, Texas, Seattle, Washington, New York City, New York, and Nashville, Tennessee. Mr. Howden explained a Theater Commission is needed to implement any new improvements with unity of vision. There are multiple theater groups that meet including the Chamber Task Force, Theater League and splinter groups. He believes the only way to unite the industry around one goal of improving and sustaining the Branson music tradition is a commission formed at City Hall with a plan and timetable. Currently, there are independent forces moving towards admirable goals, but there's never that next step. Last year, entertainers were meeting with the Governor and state representatives about the issue of taxation on ticket resellers. There's also been theater groups discussing the formation of a co-op for purchasing power and the Chamber of Commerce's task force overseeing this study. A commission could bring all the efforts together with independent advisory meetings and quarterly addresses to City Council every year. Mr. Howden mentioned Shane Shapiro suggested a salaried individual to oversee such a commission, but he knows this might be a hold up due to tough financial times. He expressed interest in volunteering for this position as he's now given eight speeches and a study session report to this Board, submitted drafted bylaws into the record and advocated for the formation of the Commission. He volunteers on the City's Planning and Zoning Commission and would volunteer as a secretary parliamentarian for the Music and Theater Board. He encouraged everyone to not be discouraged by something that calls for service to the City and provided the City Clerk with a document to distribute which is a transcript of the original proposal he gave in April 2019. He mentioned all videos of the speeches he's given on this proposal are online. He feels the Study Session he was granted by this Board is very good to listen to for the healthy question and answer portion. He asked the Board to please consider the adoption of an Advisory Music and Theater Commission with membership approved by the Board of Aldermen to be established at City Hall. (See attached handout)

Glen Green, introduced himself as an Attorney from Springfield, Missouri, who is representing Ozark Plaza Development, LLC. He asked the Board to remove Bill Number 5852 from the Consent Agenda to allow opportunity to speak on behalf of his client relating to the application for rezoning. He explained he wanted to have a chance to comment on that and bring it to the Board's attention.

Ruth Denham, Bramble Lane, Branson, Missouri, expressed concerns over the process for zoning the property known as Fountains on Fall Creek, LLC Dan Ruda. She recalled three properties were presented to the Board of Aldermen for zoning and public hearings on July 28th with final readings on August 11th. Two of the properties went through the proper and required process to be presented to the Planning and Zoning Commission for a hearing and then the Board of Aldermen for public hearings and final readings. She reported the Fountains on Fall Creek, LLC Dan Ruda did not go through the same process. Annexation fees were paid, but the \$636 zoning fee was not paid while the other two properties paid \$988 each for their applications. Due to the request for fee waivers, it's her understanding each City Department included in the permitting process has been asked to provide costs to the City Administrator for what the permit fees would be for Fountains at Fall Creek, LLC Dan Ruda. She mentioned the Planning and Development Department's building permit fees alone are \$50,000, so she'll be making a Sunshine Law request tomorrow for each Department's fees to see which fees are going to be waived for this project. She believes all projects and all citizens should be treated the same and ordinances in place so there's fair

treatment right across the board. Ms. Denham referred to the City's recently published financial report and noted building permit fees were down and this would add another \$50,000 to that amount. She explained nobody else is going to have these fees waived and she requested the City be fair and transparent. She asked that people know exactly how much money is being given away and for what reasons during this very trying time when everyone should be masked up and stuck in their homes. Discussion.

## 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. Glen Green, Attorney representing Ozark Plaza Development, LLC, requested Item Number 3 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) August 20, 2020 Study Session
- b) August 25, 2020 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Budget & Finance and Capital Improvement Committee joint meeting of July 30, 2020

### **BILL NO. 5853**

**Ord. No. 2020-0097**

**Approving the addendum to the contract with Enterprise Fleet Management pertaining to commercial automobile liability insurance for medium and heavy duty vehicles.**

Final Reading of Bill No. 5853, an ordinance approving the addendum to the contract with Enterprise Fleet Management pertaining to commercial automobile liability insurance for medium and heavy duty vehicles 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. 2020-0097 was duly enacted.

### **BILL NO. 5854**

**Ord. No. 2020-0098**

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

Final Reading of Bill No. 5854, an ordinance amending the adopted 2020 Budget for the City of Branson, to adjust monies for the Water Sewer Internal Service Fund was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0098 was duly enacted.

### **BILL NO. 5855**

**Ord. No. 2020-0099**

**Accepting the proposal of Cimco Industrial, LLC to repair and seal the interior of the Cliff Drive Water Treatment Facility Clearwells.**

Final Reading of Bill No. 5855, an ordinance accepting the proposal of Cimco Industrial, LLC to repair and seal the interior of the Cliff Drive Water Treatment Facility Clearwells 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. 2020-0099 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. 5852

Ord. No. 2020-0096

**Approving a zoning change from Community Commercial (CC) to High Density Residential (HDR) for the property located at 340 Gretna Road, Branson, Missouri.**

Final Reading of Bill No. 5852, an ordinance approving a zoning change from Community Commercial (CC) to High Density Residential (HDR) for the property located at 340 Gretna Road, Branson, Missouri was read by title by City Clerk Lisa Westfall and a staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5852. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Glen Green, introduced himself as an attorney from Springfield, Missouri, who represents Ozark Plaza Development, LLC, which owns approximately 18 ½ acres on Francis Road near Gretna. He explained this land is subject to this application and he feels in most situations it's easy to approve a rezoning request when it doesn't appear there's opposition to it. He stated the fact is, there is opposition to this application and mentioned sending a letter on behalf of his client to the City's Planning and Zoning Department on August 11th. It was a five-page letter setting out the reasons for that opposition, but it doesn't appear to have made it to the Board of Aldermen, so he'd like a chance to speak on behalf of his client to state the reasons for opposing it. He commented on the zoning request to change the property from Community Commercial to High Density Residential and pointed out this is not a planned development request. He knows it's going to be tiny homes for affordable housing which is a great objective, but changing the zoning to High Density Residential would allow for the property to be sold. Subsequently, having a mobile home park put in since it's not restricted in the number of units that are going to be put in there because it's whatever the zoning allows. It's not a planned development, but it's going to be restricted by what the current applicant says the intended use of the property is. Mr. Green stated the Preferred Land-Use Plan adopted by the City of Branson designates this property and the property around it as Core Entertainment District. This is defined as being one of the activity centers in the future 2030 vision of Branson and primary transportation corridor, connecting the core of the Downtown to the larger community west of Highway 65. He explained that encompasses entertainment such as theaters, museums, go-kart racing, lodging accommodations and retail uses. The District will be revitalized over time through redevelopment, building rehabilitation and infill development. The Entertainment District will be a priority for public investment and an opportunity to revitalize and encourage new investment in the area. He continued, new buildings will be high quality, distinctive, add to the visual interest and complement existing development, but that clearly is not what this application is seeking to do. He believes the Staff report justifies the deviation from the Core Entertainment District designation to supposedly having Medium Density Residential property in the area to the east. The property owned by his client is the property directly to the east, as well as the property to the east of that across Francis Road. He mentioned those properties are still part of the Core Entertainment District and are not residential. The nearness of this property that supposedly justifies this deviation is not specified in the staff report and he doesn't think it's been justified to show the property should be rezoned. Mr. Green commented, Staff also indicates in the report that it's justified to approve or support this change in zoning by claiming High Density Residential use will not have a negative effect on the surrounding commercial and entertainment uses. His client who owns 18 ½ acres

directly adjacent to this property strongly disagrees with that assertion and believes it will have a negative effect. He reported the neighboring property owner of the campground intended to develop their property, but said they're not going to if this property is approved for rezoning. Mr. Green commented the Board is certainly aware when a city adopts a comprehensive plan, the zoning classifications of property should be observed unless the applicant can demonstrate special circumstances. He explained this means they are consistent with the comprehensive plan, there's a need for the zoning change, it's consistent with surrounding uses and consistent with orderly development of public services. He stated Elevate Branson's application is not even close to the Community Commercial zoning that surrounds that piece of property, which contemplates big box, retail and shopping malls. The staff report notes that all of the surrounding property is a Community Commercial District and that's what's happening; there's a request before this Board for spot zoning. Missouri law is very clear spot zoning is only valid when it's in harmony with the Comprehensive Plan and bears a substantial relationship to the general welfare. He pointed out the Branson Community Plan 2030 states the preferred land use plan will be used as a guide during the review of development requests and the Community Plan designated zoning where each use would be best suited physically in the City. His client, like other developers, rely upon that zoning and plan to protect their investments as they have a lot of money in these properties. They're expecting the Board to help protect their investments by honoring the plan designated for future development of those properties. In their opinion, Staff ignored the immediate surrounding uses and claims the expansion of residential uses in this area is needed. This is despite the fact that the land use plan designated this parcel as Core Entertainment District land and nowhere in the Community Plan 2030 does it designate this area for High Density Residential. Mr. Green stated spot zoning should not be used by this Board or City to modify or abandon its Community Plan. If it needs to amend the plan, that should be done through proper procedures and public hearings so it can be adjusted. That's not what's been taking place, but a spot zoning request is being used to deviate from the Community Plan which is an improper use of zoning. This spot rezoning to High Density Residential is inconsistent with the City's Action Plan which states in Action 1.2.3, affordable housing should be disbursed in the residential areas of the City rather than clustering them in one location. Mr. Green pointed out that is not what would occur with this spot zoning; it would be segregating this affordable housing unit into the Commercial Entertainment District area. It would not be integrating affordable housing into the rest of the community, which is what this City has adopted as its Community Action Plan to help normalize affordable housing with the rest of the community. He believes the City should stand firm on following its own policies set forth in the Community Action Plan and if there are changes needed they would be done through proper procedures, not through this spot zoning request. He welcomed any questions and thanked the Board for its time. In response to the Board's questions, he clarified there's not a particular development plan in place, but the plan is to either develop or sell the property to another developer based on the Community Plan 2030's allowed uses. Whether his client personally develops it or finds another developer that wants to spend money on it, if they don't have protection on the zoning in place from the Community Plan, it allows their investments to deteriorate. He doesn't think any community wants to discourage investments and developers in their community by not protecting property or designated uses established by the community. He explained that discourages people like his client from investing in the property and either seeking to develop it themselves or find another developer to come in. Mr. Green added, it's very difficult to do that if the City can't ensure developers investing their time and capital improving the community won't have these types of things occur through spot zoning, reducing the value of their potential investment. He mentioned the property has steep areas and some alternative entertainment uses have been talked about such as zip lines which have been particularly popular. There are some unique factors to that property which make it more difficult and expensive to develop and is another reason to protect the allowed uses of the land. If the property is devalued and no one can get valuable use out of it, the property will not be worth anything because no one will want to put money into it due to the surrounding uses allowed to incur. Additionally, if it's not attractive to other people, they won't want to spend money if a new use comes in through spot zoning. This discourages people from ever seeing that land become something of value to the community and is why he tried to make the point of integrating it into the residential community which is consistent with the action plan. Discussion.

Joshua Pope, Neihardt Drive, Branson, Missouri, mentioned he's a little angry and finds it absurd that people would rather keep a commercial district than rezone to residential and potentially house people in Branson struggling to find affordable and nice living conditions. That's extremely insulting to him as he's worked with many people at Rib Crib who lived in extended stay hotels, struggling with their kids to survive.

That was the best option they had and it dumbfounds him that someone wouldn't be willing to allow them to do such a thing on their own property, right next to their own facility. He feels Elevate Branson does great things and he's watched it deliver things to people in extended stay hotels every week. It dumbfounds him that someone thinks something like a zip line would be more suitable than having affordable housing for people struggling in this town. Mr. Pope explained affordable housing is not very common in Branson since it's hard to build and there are a lot of hills here. What is common is not very nice, like some of the extended stay hotels, and it's insulting to put the prospect of potential profits over the people who live in this town.

Bryan Stallings, 137 B Lakehills Drive, Branson, Missouri, explained he's the applicant and wants to address the Board's questions about whether the project could go on if this were not approved. Mr. Stallings mentioned it's currently zoned Community Commercial which means multi-family could be put in there. He recognizes there's a huge need to get people out of the dilapidated hotels and is why his organization wants to bring a unique housing project. People would have four walls and be outside of a congregated system like a motel. To develop affordable housing it takes public and private partnerships because it's too expensive to build here without partnerships. Most of the funding for this project is based on tiny house, because it reduces it to a number of 48 which is far less than having multifamily there. With the combined businesses, it will provide people with a dignified income so they can work and will also meet a commercial need at the same time. Mr. Stallings thinks the biggest thing is the dignity and value of having a home versus living in an apartment or a motel. He explained if this doesn't pass, it would be challenging for the project to move forward because of the limited resources available to his non-profit. If someone came along offering \$7 million for that property, his organization would have to dissolve its non-profit and sell-off its assets, so it's not like it could just take that \$7 million and change what it wants to do. He clarified for the Board, these will be permanently built, anchored down structures and the number of houses depends on planning and zoning and he can get 48 in there. Mr. Stallings explained part of the public-private partnership for funding for those types of grants, the sweet spot is 24 units. His organization is hoping to do 24 units in one phase, 24 units in the second phase which is how it gets to 48. Discussion.

Connie Carpenter, 151 McKinley Court, Branson, Missouri, mentioned she lives in an apartment complex which is affordable housing and feels it would be really nice to move out of it. It's considered to have one of the highest crime rates and the Sheriff's Department knows all about it. She would love a tiny home that she could afford and she supports what Elevate Branson is trying to do. She explained affordable housing is just not out there and she's fortunate enough to have a three bedroom apartment. Ms. Carpenter reported there are a lot of sketchy people living at her apartment complex and she feels the privilege of having a tiny home would greatly support the community. She's been a personal care assistant and knows people who unfortunately have to live in a hotel and it's not a good situation; they deal with bed bugs which is not healthy for them or their mental state. If there were something other than hotels and the small options available, it would benefit the community greatly. Ms. Carpenter reported a lot of hotels have been shut down and probably for good reason, but people don't really have anywhere else to go. She added, apparently that's why they live under bridges and she explained there's a whole lot of other situations, so she thinks this would be a great step forward.

Mayor Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0096 was duly enacted.

#### **BILL NO. 5856**

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

First 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 and a staff report was presented by IT Director Chad Forster. Mayor Akers asked for a motion approving Bill No. 5856. Alderman Skains so moved, seconded by Alderman Simmons. 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. 5857**

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

First 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 and a staff report was provided by Public Works Director and City Engineer Keith Francis.

**Alderman Skains left the meeting at 7:15 p.m. and returned at 7:16 p.m.**

Mayor Akers asked for a motion approving Bill No. 5857. Alderman Simmons 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. 5858**

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

First 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 and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5858. 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. 5859**

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

First 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 and a staff report was presented by Utilities Director Mike Ray. Mayor Akers asked for a motion approving Bill No. 5859. Alderman Skains so moved, seconded by Alderman Simmons. 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. 5860**

**Ord. No. 2020-0100**

**Repealing Ordinance No. 2020-0087 and re-establishing the annual levy of a property tax for general revenue in the City of Branson, Missouri, a City of the Fourth Class.**

First Reading of Bill No. 5860, an ordinance repealing Ordinance No. 2020-0087 and re-establishing the annual levy of a property tax for general revenue in the City of Branson, Missouri, a City of the Fourth Class was read by title by City Clerk Lisa Westfall and a staff report was presented by Finance

Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5860. 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. Alderman King moved to read Bill No. 5860 for its final reading due to time constraints, 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. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Final Reading of Bill No. 5860, an ordinance repealing Ordinance No. 2020-0087 and re-establishing the annual levy of a property tax for general revenue in the City of Branson, Missouri, a City of the Fourth Class was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5860. 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. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0100 was duly enacted.

**Alderman Milton left the meeting at 7:33 p.m. and returned at 7:34 p.m.**

**BILL NO. 5861**

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

First 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 and a staff report was presented by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5861. Alderman Milton so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Connie Carpenter, 151 McKinley Court, Branson, Missouri, expressed she doesn't understand why the Convention Center needs extra money since it's had Branson Con and other events. She inquired if the Convention Center was connected with the Hilton and asked for clarification about various City funds. Ms. Carpenter commented the Convention Center is still putting on different conventions and bringing in income, so she doesn't understand the need for extra income from the City and its taxpayers. She explained she's asking questions right now since it's going to be voted on right now. She had questions about whether this was the final vote for the Convention Center getting money. Discussion.

Sam Voisin, General Manager of the Branson Convention Center, introduced himself and said he's been there for about four weeks now and has 25 years' experience in the business. He feels there's no place like Branson and he thanked everyone for the hospitable welcome. He reported it's been an unprecedented, extremely bad year with COVID-19 which is what precipitated the funds request and he mentioned additional funds were requested in the past. The business has been depleted by over 50% of revenue from cancellations and reduced spending, which is a huge economic impact to the City of Branson and surrounding businesses. From October through the rest of the year, these funds are needed to continue to operate the convention center as there are 43 more event days to execute. He mentioned getting with the Chamber of Commerce to do a research study from October to December on economic impact and it found it's \$15 million for 43 event days, which is huge. However, it costs money to run the Convention Center's HVAC system and utilities which can cost over \$150 per hour in some cases depending on the weather outside. He added, these funds are requested so the Convention Center can continue operations to satisfy its commitments for these 43 event days. He's done a regional comparison of venues similar in size to the Branson Convention Center's competitive set and Branson is doing much better than those. He reported Evansville, Indiana, South Bend, Indiana, and Shreveport, Louisiana, most of the buildings in those regions have 100% cancellations due to their state requirements. Some have capacity limitations like Louisiana that can only have 25% capacity in any building. He commented that might move up to 50%, but that's still an impact to business. Currently, New Orleans is completely shut down for conventions; they have zero economic impact which is in the hundreds of millions of dollars that COVID has cost the meetings

and convention industry so far. Mr. Voisin reported Branson's doing much better than most, but if the Board decides not to fund the remainder of this year it's looking at a loss of \$15 million in economic impact. It's direct and indirect impacts such as jobs lost, taxes not abated and so on. He added, that's direct sales taxes that go to the City which are also divided up to the County and State that will not be realized. He calculated a 44% return on this funds request for economic impact; \$354,000 in exchange for \$15 million of impact. Mr. Voisin explained convention centers make money for other people, but unfortunately not for itself and that machine would come to a grinding halt. Additionally, there may be some legal ramifications with events not being able to be held.

Bo Dejager, South Drive, Branson, Missouri, mentioned he lives in Ward I and understands the Convention Center is part of the City. He questioned how it's getting extra funds and asked when the City plans to do anything to help give back and lower taxes for the businesses being hurt. He believes he heard it reported through a news outlet that the Mayor had said Branson was a booming City and other businesses have said they're doing better, especially since the mask mandate. Mr. Dejager asked if the City was having better numbers because of all this, why it's having to put more money into the convention center. He asked, should it not be bringing in a fair amount of money on the events it's already had? It's getting help and extra funds and he asked if businesses in town are getting a tax break from the City or other types of kickbacks. He mentioned the City and certain groups are getting CARES Act money and he asked if that's going to roll back on any of the other businesses in town.

Clay Cooper, of the Clay Cooper Theater, responded to Mayor Akers' previous comments and clarified the Mayor's comments were that the town was packed, not booming. Mr. Cooper feels there are a lot of similarities there.

Ritchie Zates, 1029 Cliff Drive, Branson, Missouri, commented all of this is ridiculous because the economy is being destroyed because of the masks and he feels nobody should be wearing masks in the first place. He mentioned having evidence of people having major medical problems like staph infections due to wearing masks. Mr. Zates mentioned talking with people and he received over 500 signatures in only a couple days at the Branson Landing. He reported 90% of the people we're not wearing masks and clarified his point is this has direct reference to what's being talked about, which is giving funds to bail out the Convention Center. He believes if the policies would change, the economy of this town would increase radically as it all pertains to one issue: the masks. Masks are destroying the town, people don't like them, they're an issue regarding the economy and he's tired of seeing businesses go down the tubes. He doesn't think police officers or anyone else should be demanded to wear a mask because it's detrimental and cuts a person's oxygen supply by 20%. Mr. Zates reiterated he's making a point that the mask is directly incorporated into the economy of this town and he urged the Board to allow personal decision. He commented, everyone knows they do not stop COVID-19 as it says so right on the label. Mr. Zates added, if it doesn't stop it from coming in, it certainly doesn't stop it from going out. He mentioned the Board doesn't allow anyone to wear face shields which would keep it out, but a lot of companies and corporations are allowing them. He expressed people do not want the masks and he asked the Board to give him his rights.

**The meeting recessed at 7:54 p.m. and reconvened 8:00 p.m.**

Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

**BILL NO. 5862**

**Ord. No. 2020-0101**

**Extending Ordinance 2020-0072 to slow the community spread of COVID-19.**

First Reading of Bill No. 5862, an ordinance extending Ordinance 2020-0072 to slow the community spread of COVID-19 was read by title by City Clerk Lisa Westfall and a staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5862. Alderman King so moved, seconded by Alderman Simmons.

Mayor Akers made an announcement pertaining to public comments regarding Bill No. 5862. He explained the City taxpayer and resident rule is still in place and the time limit for public comment is three minutes. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Bill Large, Meadowbrook Lane, Branson, Missouri, said he's against the mask mandate. He clarified he's not against masking and believes if someone wants to wear a mask, it should be their choice. He's never seen a situation like this in his lifetime where a local government is taking such draconian actions as to tell people that they have to wear a mask. He thinks it's very important the Board understand that science is all over the place on both sides, but the bottom line is COVID-19 is not the big bad wolf that everybody has said it is. He's sad to see the City Attorney has only taken the effort to present one side of the story. He explained he didn't get the other side of the story about the supposed 193,000 deaths out of 6,300,000 cases which is only 0.030%. He added, that's less than one-third of 1% and the City wants a mask mandate or to close down the City. He addressed previous comments made about the economy and the Convention Center and how far it's off on money. He asked the Aldermen if they thought it had anything to do with the mask mandate. Mr. Large said he thinks so and thinks it's quite obvious; he's a business man who's been around Branson and knows how Branson is trending. He commented it sure isn't trending up and this mask mandate has not only caused a lot of problems tourism-wise, but a lot of citizens are going to remember how the Board votes. Mr. Large pointed out people are talking about the Tea Party, not just in Branson, but all over the country and people are going to remember and take action based on how they're treated. He explained he's a sovereign person and should get to make the choice on whether or not to wear a mask. This is a joke to him, because it doesn't prevent COVID-19 which is stated right on the box of masks. He mentioned a good friend of his had a heart attack ten years ago, a major stroke five years ago, a year later had major health problems, ended up in a coma from some colon problems, so he shouldn't be here. He was diagnosed with COVID-19 and spent two weeks in the hospital in Springfield, but he's still here and doing fantastic. Mr. Large explained his point is really simple; if a person chooses to wear a mask that's their choice. As an American that's their God-given right, but it's his God-given right as an American not to wear one if he chooses not to.

Audrey Richards, 265 Buzz Street, Branson, Missouri, mentioned she's running against Billy Long to represent Missouri's 7th District in U.S. Congress and as a Branson resident, she feels safer since the mask ordinance was implemented. She believes it limits the spread of COVID-19 and as the City Attorney said, the positivity rates and seven-day rolling case averages have gone down since its implementation. She commented, contrary to the initial fear that the ordinance would drive tourists away, 84% of them said it either had no impact or actually encouraged them to come here. Earlier today she was in Joplin meeting with a City Council member who chose to spend their Labor Day weekend here in Branson and they had a good time. The only reason they chose to come here was because they felt safe coming here due to Branson having a mask ordinance in place. She feels this issue is polarized because people have chosen to make it about politics instead of safety. The loudest voices are often the ones at the polls and she admits there are moments when she gets very angry and passionate. She sees masks as a way of protecting her neighbors which is something she's very passionate about. She explained she tries to take a step back, listen to people concerned about constitutional rights and tries to take a step toward the middle to bring everyone to the table. She feels the exemptions in this bill for things like weddings and funerals can lower the effectiveness of this policy. However, that's part of the compromise, part of sitting at the table and listening without prejudice and the Board listened to the community, understood the realities of the situation and this legislation has so far been proven to be effective. She disagrees with the notion this is about fear and control, but is about public safety. Ms. Richards believes this ordinance proves Branson cares about people.

Joshua Pope, Neihardt Street, Branson, Missouri, mentioned two and a half weeks ago he was diagnosed with COVID-19 so he quarantined himself. He doesn't know where he got it, but recalled traveling extensively due to family matters and estimates he got it because of dumb luck. He believes everybody who supports this mask mandate knows they're not 100% invincible and don't protect people 100% because nothing does. He stated it doesn't matter how safe people are, they can still get this virus. He's not going to oversell and lie to the Board; it wasn't that bad. He cautioned them to listen to what he says and not that one phrase. Mr. Pope explained everything in this world is complex, and while COVID-19 was not bad for him, it could be bad for others. He's fought several terrible diseases in his life and pointed out not everybody

has the same health conditions, which is why this virus has such drastic differences for every person who gets it. What was an easy fight for him might be a death sentence for someone like his grandmother who's on oxygen with non-aggressive lung cancer. He wasn't worried about himself, but about his grandparents or someone else he knows getting it and not surviving. He shared ways he tried to limit exposure to his grandparents such as locking himself in his room, blocking off air vents and wearing a mask the entire time. He feels the mental anguish and guilt of possibly spreading this to his family was beyond anything COVID-19 could have possibly done to him. Mr. Pope explained science says masks work and people must press on and not cut this short just because they are working.

Russell Eugenio, 110 Cottonwood Trail, Branson, Missouri, clarified he's not an attorney, physician, statistician or politician, but a citizen of the City of Branson. He thanked the Mayor and Board for using due diligence and conscience in the decisions it makes. Mr. Eugenio shared the Board's decisions have changed his lifestyle forever as the mask mandate forced him into early retirement. His physician told him he'd have far greater chance of being killed by wearing the mask than from COVID-19. He explained that's because he'd be re-ingesting his own carbon dioxide which should be exhaled, exacerbating other problems. He reported having hallucinations at work due to the lack of oxygen reaching his brain. His physician offered him a medical exemption from wearing a mask, but his employer told him that wasn't good enough, they wouldn't honor it, even though that was in the law the Board passed. He understands the reasoning and feels his corporation did the right thing, but now he's paying the price. He commented on the data provided by the City Attorney which mentioned potential spread and probable cases. He pointed out, these are cases that might be out there, but is used as facts to back up a point of view. Mr. Eugenio stated if he were to be tested for polio right now, he would test positive since he was vaccinated against the disease as a child. The polio virus now lives in him and keeps him healthy against the very disease. He reported a good number of people testing positive for COVID-19 are asymptomatic; they have the disease, but it's not affecting them and they're not likely to spread it to others. He asked the Board to temper judgments with the needs of its citizenry. It has destroyed the economy of this City and he feels the Mayor asked a valid question at one point: what is the fiscal impact of this bill? He asked the Mayor to ask himself what the fiscal impact of his last decision was. He stated many businesses in the City are going under and Mr. Clay Cooper may not have a theater next year because he can't support it.

Darrus Hughes, 150 Tyler Street, Branson, Missouri, stated the information provided in the educational meeting supporting this mask mandate provided correlating data, but not any data that proved causation. He reported McDonald County has had a less than 3% increase in cases without a mask mandate. That doesn't mean masks aren't effective, but it doesn't mean masks are effective. He mentioned Taney County and Greene County, the cities of Springfield and Branson, have both mandated masks. Mr. Hughes reported Taney County had almost a 12% increase in the past 14 days and Greene County, which mandated masks before Branson did, had a 62% increase in cases in the past 14 days. He pointed out this information demonstrates the irrationality of presenting the trend of cases and using correlation and causation to assume masks are the solution. This is a flimsy argument at best; seductive, manipulative and sinister at worst. A principle of good government is any power that cannot be maintained on the scale of an individual should not be maintained on the scale of any form of government. He explained if he cannot force someone else to wear a mask, he should not have the ability to give anyone else that power; including mandating masks. It is within his power to spread information regarding the efficacy of masks, encourage the use of them if he finds them to be effective, but it's not within his power to enforce their use and therefore it's not within the Board's power to mandate them. Every bit of power any office receives comes from the power every individual is given by God and the rights they have. He feels only an illogical and demented mind would use the Jacobson v. Massachusetts argument as substance to tell the Board it has a power it doesn't have. Mr. Hughes asked how the Board could pull the power to mandate masks out of thin air.

Bo Dejager, South Drive, Branson, Missouri, said he lives in Ward I and is also a citizen of Branson. He referred to the young man here who's been wearing his mask is the second person here to confirm they got COVID-19 and is pro-mask. Mr. Dejager is sorry he's immune compromised and for all the unfortunate things he's gone through with his health, but pointed out he's still standing here today even though he's extremely high-risk as are many others. He added, so this isn't necessarily all that it's made out to be; many people are getting through this. People are looking so drastically at the cases and deaths versus how many people are actually getting over this. He mentioned emailing many of the Aldermen, but only hearing back

from a couple even though he's a citizen inside City limits. He mentioned the Taney County Health Department Director had made a point he'd like to bring up about doing a fantastic job since cases were being brought down inside nursing homes. He commented, they may be doing their best, but bringing cases down is a whole other argument, because he thought the goal was to save lives from death. Of the recent deaths in Taney County, the last nine have been from inside nursing homes which have been strict on their lockdowns. They've required masks for everybody coming in and don't allow others to come in and he asked how cases and deaths are happening at nursing homes with these restrictions everyone's aiming at targeting. Mr. Dejager said he'd like to know from the Health Department Director what the delay rate is when it comes to infections and reporting, because there are concerns about when the reports are made and how long it takes. He commented he also brings this up on a national level coming from the Centers for Disease Control (CDC) and explained looking back at the past months it's adding more death counts to two months in the past. Not just days or a couple of weeks and those numbers should be set in stone unless there's a major change. Mr. Dejager said he printed off numerous pages and offered to share them with anybody wanting to look at them and he noted three months past deaths have increased throughout the nation. He asked, even though it's supposed to be week-by-week, why wouldn't it add those counts to the current week? He questioned the inflation of the number of deaths and the accuracy of the numbers. He asked when the idea on how masks work changed and pointed out his respirator isn't just a face covering, but allows him to breathe through a filter and breathe out through a non-filter. He explained that's how a mask should properly work and saying a face covering actually stops the spread of the virus is inaccurate.

Carolyn Dejager, Branson, Missouri, said she's not willing to touch anything because it states on Lysol and Clorox wipes they're harmful to humans and pets and to wash hands immediately after touching things like that. She reported her business has plummeted since this mask mandate and mentioned she's into all-natural, plant-based products and is not willing to use the chemicals that are out there. She believes people need to get off of all pharmaceuticals, because they just treat one symptom and lead to another product for another symptom. She commented, people need to know masking is harmful; breathing in carbon dioxide is not healthy and can lead to rashes and other things that are harmful to our bodies. People need to realize what this is doing to them and they need to keep their immunity up. She shared people can do this by going all natural and use plant-based products which are healthy for them. She feels masks are a joke and people need to be able to go see their family members in nursing homes before they die. She asked the Board to consider that masks do not stop the virus and feels people need to stand up and stop this nonsense.

Connie Carpenter, 151 McKinley Court, Branson, Missouri, commented on the decrease in business and reported the business she works for has had people who were very happy to come to Branson when it didn't require masks. Since the mask ordinance, she's heard from a lot of people who have decided to cancel their trip to Branson. She added, because she has to work to pay her bills, she's forced to wear a mask. For some people it's perfectly fine, but for others like herself who have suffered different, unfortunate things, it can bring on PTSD and different anxieties that keep them from going out and living a normal life. She explained just going to the store can bring on some of those things and for her personally, it's caused her to have to take anxiety medicine. Taking in extra carbon dioxide isn't good for people and she asked the Board to stop this nonsense, because they have no idea what this does to people. She added, not only to their rights, but their personal anxieties. She alerted the Board to the dangers of not being able to identify someone abducting a child due to the masks which is a safety issue she wishes the Board would take into consideration.

Jan Dellaruso, 1711 Neihardt Street, Branson, Missouri, mentioned having her mask below her nose and noticed some of the Board members have also at times. She doesn't know how those wearing glasses can see out of their glasses, because it fogs hers up and is why she keeps bringing her mask down. She wants to see the Board members' eyes and smiles and she feels the City has hidden its light in this town and people have lost income because of this. She believes the Board has a responsibility to the citizens of this town to not pass the mandate. Ms. Dellaruso said she's glad someone thinks Branson is getting tourists and explained her husband lost his job because tourists have refused to come into businesses because they have to wear a mask. It does absolutely nothing good for people and she's known people who have died because of masks, but doesn't know one person who has died of COVID-19. She knows a woman in town who got COVID-19 in January. She had a house party, all of her family came, she

cooked all of the main meal, was sick as a dog and she now realizes she had COVID-19, but not one person who ate her food or came to her house got COVID-19. Ms. Dellarusso commented this is not a pandemic, this was a forced-upon-America lie to destroy the economy and destroy what the Democrats couldn't win. She added, they knew they couldn't win because President Donald Trump had brought this economy back up from the last Democrat in office. She urged the Board not to pass this mandate, because it's destroying Branson. She explained she shops outside of Branson because she's not going to wear a mask. She wore it tonight because the City asked her to, but she won't be back because she's not wearing a mask. She asked how the Board dare go against her constitutional right to be able to live her life freely in the United States and said if this passes again, she will be at the polls come April.

Clay Cooper, Clay Cooper Theater, Branson, Missouri, said he wants to open with a direct quote from the Mayor because a few minutes ago he told Connie Carpenter the first time she got up to speak "we represent you." He asked the Board to represent the people now and feels this is a serious situation because people are way more fearful for their livelihoods than they are of catching this virus. He mentioned attending every one of these meetings and the first meeting about 80 people were against the mask mandate, while four spoke in favor of it. The next meeting about 40 people were against it and six or eight were for it. It's been 97% of people against it and he believes Alderman Seay posted on his Facebook that most of the people he reached out to were for the mask mandate. Mr. Cooper commented those constituents are not people who agree with you on the back deck, but the people here are the majority and they don't want to trade their lives and livelihoods. He referred to the poll that said 84% of people either don't mind or are for the mask mandate, but feels that depends on who is being polled and doesn't think any of the people here tonight were polled, because if they were that number wouldn't be that high. He explained polls are only as good as the people polled; you can poll who you want to get the answer you want. He recalled at the Study Session last week, the Director of the Taney County Health Department Lisa Marshall, addressed someone who brought up the CDC's report that said only 6% of people really died from COVID-19. She said that was a false report that the CDC made, but later when someone asked her where the Health Department gets its recommendations from on these things and she said the CDC. Mr. Cooper pointed out she contradicted herself in the same statement; they listen to the CDC when they like what it's saying, but if they don't like what it says, then they discount what it says. He books about 550 to 600 motor coaches a year in his business and he's only seen three so far this year. He doesn't know if he'll be open next month and he can't solely blame that on the mask mandate; it's a bad year. He has 95 employees worried about their jobs, he's worried about his job and feeding his kids. He feels the mask mandate is a reason why people are mean, mad and irate. If the Board wants its citizens back, people to be friendly and love on each other, it should get rid of this and the hostility will go away. He urged the Board not to extend this.

Roy Morris, 393 Dandy Way, Branson, Missouri, explained he's been cutting grass and doing other things because he can't make a living at the shows anymore. There aren't enough people coming in order to pay the bills and whether it's this mask mandate or not, he feels it's a big part of it. Out of all the data presented, he didn't know Branson was in the red zone. He inquired if the City needed to put signs out on Highway 65 that say "stay out of Branson, we're concerned about your health." He asked, if it is in a red zone, how concerned are we? He guesses they should be stopped from coming in if that would do it. He mentioned three weeks ago, he found out from reading an article in the New York Times that hundreds of doctors got together and said the tests are set at 40 which is too high because it's picking up every little thing that a person could possibly have. He reported the tests should be set at 30 to pick up the real positive things and the headline stated, you may have tested positive, but you were really negative. He asked the Board to think about the fact that if the tests were set at 30, 90% of the tests coming back would have been negative. He added, two weeks ago the CDC came out very quietly and said the statistics it's been putting out have been a little bit wrong and misleading. The actual death caused by COVID-19 is 6% or 9,000 out of 153,000 deaths. Mr. Morris explained other conditions are present that enhanced the death, but they will not let that be known. If someone got COVID-19, cancer, heart trouble or whatever, they're naming all of it COVID-19 for some particular reason, whether it's money or political. He told the Board to make its decision based on real facts and not what fits the political end of it.

Ritchie Zates, 1029 Cliff Drive, Branson, Missouri, mentioned spending time in a war zone which is why he's very hyper and explained he loves all the Board members. He clarified people aren't mad at

them, but they don't appreciate these restrictions. When he sees little children who are growing up wearing masks, he knows they need all the oxygen they can get. He mentioned losing his best friend who was burned to death in a house fire because she wouldn't leave due to fear of COVID-19. His heart has been broken over and over and he begged the Board to abolish this and bring some sanity back to this town. Mr. Zates guaranteed people will support the Board if it makes that decision. He stressed the need to eradicate masks because they're nothing more than a restriction on people's breathing of 20% less oxygen and he's seen people pass out. He's gathered a lot of data from people and over 500 signatures against masks. He knows of cases where people went in to test then changed their minds, yet they tested positive and people who never had COVID-19 and tested positive. He explained \$39,000 is a pretty good thing for a checkmark and he pleaded with the Board to have compassion on this town and the people who put them in office. He expressed concerns over Police Chief Jeff Matthews wearing a mask and said he doesn't think he should be wearing it; it doesn't stop anything and the virus goes right through. Mr. Zates shared testimonies from people who have had it while nobody else got it and he asked the Board why it's using insane statistics to go on a course that's not healthy for anyone. He emphasized people need to breathe without restriction and he provided the Board a handout about people getting breakouts on their faces due to wearing masks. He thinks any deaths caused by wearing masks will be on the Board's head, because he believes there's a sowing and reaping in this creation. He wants the Board members to know that God loves them and he asked them to please change this policy. (See attached handout)

#### **Alderman Skains left the meeting at 8:49 p.m. and returned at 8:50 p.m.**

Glenn Meyer, 547 Quail Road, Branson, Missouri, recalled when the mask mandate was to be first voted upon, four Aldermen stated clearly they were against the mask mandate. A motion was made for a vote, but instead of following through on that motion and voting, the Mayor improperly stopped the proceedings and dismissed the meeting. He feels the Mayor talks about proper procedure, but then steamrolls and ignores the process if he doesn't like the way things are going. Somehow, this emergency was magically paused for two weeks, the Aldermen's minds were mysteriously changed and the mandate passed. He asked what justification the Mayor had for stopping the vote and ignoring the rules of order he says he lives by. He asked the Board if any of them as individuals or the City received or will receive compensation of any kind; monetary or otherwise, for passing this mandate. He asked if the Board members were doing any research for themselves concerning masks, because the facts are out there and they're clear. Mr. Meyer feels they are intelligent people, but are acting irrationally. He thanked Alderman Milton on behalf of his family for sticking up for the people of Branson, even in the face of such blatant disrespect shown to him by the rest of the Board during recent meetings. He addressed the rest of the Board and said it's not their job to oversee his health, but it is their job to serve the people. Instead, they've done a great disservice to the people by infringing upon their freedom to assemble, worship at church, visit loved ones in nursing homes and make a living to feed their families. He addressed the Mayor for removing a lady from the Council Chambers earlier in the meeting for not wearing a mask, yet he himself took the right side of his mask down while he wasn't six feet away from the Alderman sitting next to him. He shamed City Attorney Chris Lebeck for misrepresenting the data, because none of his data is relevant without discussing recovery rates. He reported the vast majority of deaths have happened in nursing homes that were locked down and masked. Mr. Meyer explained all of the City Attorney's data has already been proven false and he ignores the fact that people who have already had COVID-19 can no longer get it or give it.

Amber Thompson, 113 N. Sunshine Street, Branson, Missouri, said she represents the Civil Defense Coalition and has been a citizen of Branson most of her life. She's here today to request the City Council and Mayor have meetings with the Coalition on a regular basis. She mentioned it's currently discussing and analyzing the psyche of the current government which includes President Donald Trump, the CDC, the media and even local news for not exposing this abuse on a higher level. She explained what a criminal does before they attempt to kill someone is they cover up their mouth so they can't speak and she feels the masks are a form of asphyxiation. Ms. Thompson mentioned the California Forensic Psychologist's report analyzed how people move and their reactions and she believes the masks are a gateway order which will lead to higher orders with a much higher or lethal potential. She inquired why there isn't a warning label on the box of masks, just like alcohol bottles, warning individuals of potential dangers. She asked why police officers with guns are running around, driving and operating machinery with masks on. The Occupational Safety and Health Administration (OSHA) has looked into this issue and even has

specialists who test people before they're allowed to wear a mask at work. She added, they have to get a health test and it's been found there's a 2% reduction in oxygen. This is a form of hypoxia which causes poor judgement, mental clarity and people aren't being warned about operating a vehicle, which can cause problems. She expressed the Civil Defense Coalition is angry right now with political activists and about school children having to wear masks, because it will affect their bone growth, body growth and respiratory system development. She feels this is an extreme form of bullying that can lead to lethal death. Ms. Thompson reported the New York Times said the Centers for Disease Control should be banned and are no longer recommending masks be used. She mentioned Protect America First is a pact of the election committee that has been on the higher level of attack. She explained it's being promoted for people to become governors who will test for COVID-19 immunity and implement digital chip implantation. She mentioned not receiving a response yet from the Department of Homeland Security or media to expose this and Protect America First.

Dr. Bo Bandy, 411 Wilson Street, Branson, Missouri, introduced himself as a chiropractor in town and asked the Board if it hasn't been paying attention or if it's only listening to one side of the argument. He commented, people, businesses and employees are being hurt by this ordinance and when decisions are made by emotions, no amount of facts, statistics or numbers will change a person's mind. He added, so here we are again making a very important decision based solely on fear and he asked why in the world people are asking their representatives for permission to live freely again. Dr. Bandy commented listening to medical professionals about numbers having anything to do with health is fool hardy at worst; it's a dangerous slippery slope. He explained hospitals are not health care and no one ever goes to the hospital to get healthy or stay healthy because hospitals are sick care. They're very good at saving lives in a crisis, but they are sick care. True health care is nutrition, exercise, breathing, water, positive mental outlook and a healthy functioning nervous system. It's critical people take care of their bodies in a natural way, not in an unnatural way. He hopes the Board realizes the people who take the most drugs are not the healthiest and he asked it to stop listening to hospital spokespeople when it pertains to health decisions. He reiterated hospitals are not about getting people healthy, because healthy people don't make hospitals any money. He urged the Board to stop asking hospitals about health and especially not to listen to attorneys about health, because that's not their area of expertise. It is his area of expertise and the death numbers do not come anywhere close to justifying the decisions that have been made during this debacle. He reported deaths are going down and masks don't work to protect health, but actually do the opposite. However, they do work for controlling people and he asked the Board to let people live their lives freely again. He commented, it's never been his responsibility to protect anyone else's health and asked if food police were next. He asked if he's supposed to knock McDonald's food out of people's hands next time he sees someone eating it. Dr. Bandy expressed it's ridiculous people are even having to talk about this anymore and wearing a mask this late in the game is like making a husband wear a condom to the baby shower.

Tony Arterburn, 827 West Main Street, Branson, Missouri, mentioned attending the meeting this evening with his wife who was his combat medic in the army. He explained they both trained in nuclear, biological and chemical weapons and had to wear a pro mask, because that's the only thing that would protect them in that environment. He's here to talk about life, liberty and the pursuit of happiness, which he feels people really don't talk about much in this country. The masks have made people unrecognizable to each other and has also made freedom unrecognizable; we're no longer the same people. Mr. Arterburn explained people aren't tackling this head on with courage the way they're supposed. There are a lot of so-called experts coming out, touting figures and making people afraid, but he trusts the people here more than he trusts bureaucrats and politicians. He trusts the people to do the right thing to take care of themselves and he feels the Board should too; it should trust its people to make decisions about their health and well-being. He commented, we go to war supposedly to protect our freedoms and rights, but we're not looking so good these days. He has friends who are buried in Arlington cemetery who believed in the idea of America and believed it's a country with God-given rights. When there's a country on lockdown, there's a controlled demolition of the economy and transfer of wealth from the middle class and this multinational corporation is all based off of these figures coming out of Washington. He reported the CDC even came out two weeks ago and said the death count isn't exactly what it was supposed to be on paper; it's more like 8,000 people who died only from COVID-19. He feels this could be argued all day long, but the issue here is liberty itself. People must honor liberty, the Constitution and honor each other, because that's how they'll get through this. It's not going to come from a government mandate. People can go to countries that

are completely safe; people can't commit crimes, own anything or speak out, but they're completely safe. He said he'd like to show up tonight as a business owner and husband to a wife who's hearing impaired from her service and needs to be able to make their own choice about masks.

Pearl Haining, 1440 State Highway 248, Branson, Missouri, commented some people have said those opposed to this ordinance are selfish, yell the loudest or all they care about is money or their rights. She explained that's not true and the only reason they care about their rights is because they care first about their community. The individuals and families that make Branson special are what matters and their right to do what's best for themselves and their families directly contributes to the welfare of Branson. That's why people like herself continue to advocate for individual rights and are against this ordinance. The Board is proposing to extend this ordinance, claiming a downward trend in positive cases proves its effectiveness and importance. Ms. Haining pointed out the Health Department may report a downward trend in cases, yet in just over a month Taney County has more than doubled the amount of positive cases it had accumulated in over 3 months before this ordinance was enacted. She added, but nobody's talking about that and if anything she feels that speaks to the fact that this ordinance has had the exact opposite effect. She referred to Mr. Morris' comments in which he mentioned the amount of amplification applied to the tests being used to detect COVID-19. She explained the amount the tests need amplified before they can detect the virus is up to 1 trillion before there is enough of the virus present to be detected as a positive case. This directly relates to how contagious a person is, yet this number is never reported from the lab to the doctor. She commented as Mr. Morris mentioned, where that information wasn't changed was that it's been found that only 10% of those reported, had enough of viral load to actually be contagious. Applying this number to Taney County, the number of positive cases goes from nearly 1,000 to less than 100. When this number is applied to Branson's population, that's 20 Branson residents that may have had a contagious level of COVID-19 this year. Ms. Haining stated based on what she shared just now, COVID-19 may have affected 20 people.

Damian Rodriguez, 455 Plaza Drive, Branson, Missouri, said he's been a resident of Branson for 20 years and he's glad to be here today to support and help out the masks for the community. He commented the people who shouldn't wear masks are children under two years old or anyone who has trouble breathing. He commented there are a lot of older folks coming this fall who have trouble breathing and they're going to be paranoid over wearing the masks. He believes a lot of things are going to happen with businesses; they'll lose money which the Board knows and if it cares for its people and community, it should do the right thing and take the masks away. He explained there's no reason for them, there's a bigger order behind them and there's a lot more going on behind the scenes which he's sure some people know as well. The CDC even recognized wearing a mask is not possible in every situation and he asked the Board why it's going to force people to wear them in every situation. He pointed out masks can also lead to other medical emergencies such as delusional paranoia and heart attacks. He told the Board members they shouldn't be wearing them either and people want to see their faces. Mr. Rodriguez believes it's just a big nationwide scam and mentioned he was on the west coast, right outside of Portland, Oregon, making really good money before all of this hit. He had a great job, but because of COVID-19 he came back home because money isn't everything. What people mostly have is faith in God and shared with everything going on in the world, there's a bigger agenda and control on different things little-by-little worldwide. He believes a lot of people in the audience don't want the masks and feel it's time to damask them so they can have their freedom. He asked the Board to vote for what's right and said he'd like to end with a little freestyle rap: We're living in the latter days, everyone is trying to get paid, the economy may crash, you see the businesses close. Few people face bigger government trying to control us, control your mind, mask your face, lock us down, put you underground. The true thing is going to come back. Jesus Christ is coming back, riding on that white horse, for a church with no spot or blemish. So you've got to get ready because every knee will bow and every tongue confess that Jesus Christ is Lord. He died and rose on the third day so everyone of you will confess that, either now or on judgment day. God bless you all, peace.

Mayor Akers asked for comments from the Board. Larry Milton provided the Board with a handout (see attached handout). Discussion.

**The meeting recessed at 9:51 p.m. and reconvened at 9:56 p.m.**

Mayor Akers called for a vote on the First Reading of Bill No. 5862. Voting aye: King, Whiteis, Simmons, Skains and Seay. Nays: Milton. Motion carried. Alderman King moved to read Bill No. 5862 for its final reading due to the current ordinance expiring, seconded by Alderman Skains. Discussion. 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 and Seay. Nays: Milton. Motion carried. Final Reading of Bill No. 5862, an ordinance extending Ordinance 2020-0072 to slow the community spread of COVID-19 was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5862. Alderman Skains so moved, seconded by Alderman King. Alderman Skains moved to amend Bill No. 5862 as follows [changes indicated in red]:

Section 1: That the provisions of Section 2 of Ordinance 2020-0072 that have been adopted as a part of the Branson Municipal Code shall not be repealed at 11:59 PM on September 8, 2020, and instead shall remain in full force and effect from and immediately after the passage by the Board of Aldermen and approval by the Mayor of this ordinance and until ~~such further action is taken by the Board of Aldermen upon approval by the Mayor.~~ **October 14, 2020 at 11:59 PM.**

Seconded by Alderman King. Mayor Akers asked for anyone in the audience wishing to speak regarding the amendment. 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 asked for anyone in the audience wishing to speak regarding Bill No. 5862 as amended.

Pearl Haining, 1440 State Highway 248, Branson, Missouri, appreciates the Board is looking to secure the health and safety of the community, but feels there are many aspects to that and looking only at slowing the spread of COVID-19 is narrow-sighted. She explained this ordinance and situation surrounding COVID-19 as a whole has had a greater negative impact and this ordinance itself has had a greater negative impact than the previous months. Entertainers in town can report a definite drop in ticket and merchandise sales since this ordinance went into effect. People do not feel safer with masks, but they're less willing to visit with entertainers after a show and less willing to buy their products. People can assert that Branson's entertainers are greedy, but they're not. They are looking to feed their families and so many people are impacted by this such as theater staff, theaters, hotels and restaurants and this ordinance is directly responsible for that. She appreciates, understands and believes the Board is looking to do the right thing for the community, but it has a choice right now to end this ordinance and trust its residents to care for each other and help the tourist season. She added, or it can extend this ordinance against the obvious will of the community it was elected to represent. The duty as an Aldermen is to ensure the welfare of the community, which she knows it takes that responsibility seriously, but by extending this ordinance it will ensure the general welfare of merely every family in Branson declines and she believes this ordinance will have a direct effect on that. As a citizen of Branson, people are all peers who love Branson and she urged the Board for the sake of Branson, the community, the people and families, not to extend this ordinance for any length of time. She asked the Board to please do the right thing.

Amber Thompson, 113 N. Sunshine Street, Branson, Missouri, thinks the citizens of Branson have a legal right to know and have in writing from each of the Aldermen who voted for this mandate, why they chose to continue it. She believes it's a civil rights violation and explained the Board members are not physicians and they don't have the healthcare background or experience to make a decision affecting people's health. They're operating out of the scope of their practice. She requested in writing the different reasons they are voting yes and asked if there are underlying psychological conditions which makes them think they have the right to overstep their boundaries. She feels there's a problem and people have a right to push for a lawsuit; specifically against individuals. She addressed Mayor Akers and said as an insurance salesman, he knows a natural act of God cannot be covered under insurance. People cannot control a tornado or a disease and this is not the black death; it's a flu and people have proof. If the Board was willing, wouldn't reject its citizens and had a bigger heart, it would realize the larger effect of this order. She explained this is not an occultist town, it's a righteous, God-fearing town based on the Christian religion, with Christian churches on every corner. It doesn't believe the Board has the ability to overstep its

boundaries, affect people's bodies, tell them what to do with their health care because it doesn't have that right. She restated her request to have a reason in writing, specifically in layman's terms, why the Board members chose to vote yes and force people to potentially kill themselves from suffocation and asphyxiation with a mask. Ms. Thompson explained people are protecting their lives and the Board is risking suffocation of individuals who may not even know they have underlying health conditions. She compared it to giving an alcoholic bottle to a baby or an older person who can't think for themselves sometimes due to health problems or has been trained to follow doctor's orders. Alcohol is not good for them because it can affect other medications they're taking. By mandating mask wearing, the Board is saying it's like a doctor and can tell people what to do, but it can't if it's not putting a warning out, saying masks can induce serious things like heart attacks. She explained the Board would be under serious legal issues and it's putting people in danger.

Bo Dejager, South Drive, Branson, Missouri, expressed he's quite bothered when the Board receives backlash from people who are clearly upset at what's going on, then the Board has similar reactions and makes comments. He believes the Board should be better than that, because people can hear them. Mr. Dejager feels the Board isn't listening and clearly said it's not popular to pass this mandate. He asked, isn't that what we're after, the majority of the people are against it? He feels the pro-masking people should be here talking about this and he doesn't understand how the Board can keep pushing the efficacy of masks. He mentioned hearing about people who have been kicked out of, or chosen to leave restaurants because others weren't wearing masks. He gave an example of wearing a mask into a restaurant, but once seated taking it off and he pointed out the people seated would then be infecting their server. He clarified he's not telling the Board to shut down restaurants, but showing how idiotic it sounds when saying people should wear a mask sometimes, but not other times and it won't affect someone if that's how they believe masks work. He explained homemade masks don't filter this virus and asked why people have to cover their noses if it's spread through spit particles. He doesn't think people spit out of their nose and if they cough and sneeze on somebody, there needs to be better personal responsibility. He believes it's far beyond personal responsibility if the Board is forcing people to wear a mask; it's telling people they're disgusting and not doing a good enough job. Mr. Dejager explained the purpose of a vaccine is to give people antibodies, but by restricting healthy people from getting the virus, they're not building their own immune system and the antibodies needed to slow the spread of this virus. He said for the healthy individuals, it's basically requiring them to get the vaccine because they're not able to build against this at this point in time. That's how people work through viruses generally, except for those who choose to get the flu vaccine which doesn't work 100% either. He added, so the COVID-19 vaccine isn't necessarily going to be the cure all, and then everyone's going to be in the same types of discussions talking about masks. He asked the Board to reconsider how efficient their masks are, because a homemade mask isn't tested or filtered. The same with surgical masks which are used in surgery to stop large droplets, not aerosol particles that come from a virus. He mentioned that's why he keeps bringing his mask, to show everyone there are filters that are easily accessible that work far better. Additionally, the mask can be sealed to the face unlike others that leak out the sides, not doing any sealing.

Brian Seitz, 1805 Miller Drive, Branson, Missouri, said it appears the extended mandate will pass and he is in agreement with the October 14th deadline. He asked all residents to support Branson businesses especially those that do not support mask mandates and reminded that people can grocery shop in Hollister, go to Lowe's and can have unmasked meals at restaurants in Hollister. He encouraged all present and watching to become involved politically in November and then later next year in April.

Joshua Pope, Neihardt Street, Branson, Missouri, felt he needed to address some of the concerns people have discussed. He stated the gentleman's math was incorrect, you don't go by the total cases divided by deaths, you add the total deaths to the total recovered cases which would make the percentage much higher for a death rate. He believes he did not pass it to his family during his travels because he did not start showing symptoms until he was home and able to isolate. He noted the importance of the mental and emotional stress of dealing with the possibility of affecting his family. He added it is very ironic that all of these people are vouching for businesses and their incomes, yet driving out of their way to support businesses not in Branson. He stated some people have told him, Clay Cooper was belittling his experience during this and wanted to point out Mr. Cooper should have done it directly to his face. He added if Mr.

Cooper is wondering why his sales are down its likely not because of the mask mandate, but because of actions like that.

Audrey Richards, 265 Buzz Street, Branson, Missouri, thanked the Board for prioritizing the health and safety of Branson citizens and stated she agrees with Alderman Milton. She finds it very frustrating that the pro mask crowd has not shown up. She expressed the reality is she doesn't want to be in a room of crowded people but showed up because she knew there would be a vast majority opposing this. She pointed out they are less afraid of going out of their homes and being in large groups. She is a fairly young healthy person so is going to bite the bullet and come to advocate for this because she feels the Board needs somebody to say hey there are people out there who want masks. She stated she is one of those people because she believes this is something that helps the community. She expressed her frustration but supports this mandate and appreciates the Board doing what they can to prioritize safety.

Ruth Denham, Bramble Lane, Branson, Missouri, stated she's not for or against masks; she makes them for people who are forced to wear a muzzle. She used to make them to perfection because she thought they actually worked, but after being educated once all of this nonsense came into place, she just makes the fabric ones. She added, because they're as safe as the paper ones that have the warning that they don't work. She said she's against mandating masks and forcing healthy people to wear a muzzle. According to the Association of State and Territorial Health Officials, a state of emergency means, and what Governors and City leaders declare them to be, is a suspension and waiver of rules and regulations and state statutes if allowed. Ms. Denham explained people see what the program is and why the Board is moving forward with this, but none of the people out here are buying it. She expressed her concerns about the Board only listening to one side and asked them if they realized dead people can get COVID-19. She gave an example of the woman from Tennessee who died six months ago and four months ago her son got a letter saying she was diagnosed with COVID-19. Ms. Denham said it's kind of like the dead people who are going to be voting in November.

Ritchie Zates, 1029 Cliff Drive, Branson, Missouri, said he's been removed and had his rights violated as far as being able to speak. He thinks everyone has spoken before and asked the Board if it's going to say he doesn't have the right to speak, despite the fact that he's taken 500 signatures from people in the City. He reported 90% of the people did not want masks and he has actual evidence that the population coming here doesn't want masks. That's why they came to Branson, but then they found out they have to have a mask and is why the numbers keep dropping. He told the Board it's not even addressing the fact masks cannot stop COVID-19. Discussion.

Peggy Haining, 1440 State Highway 248, Branson, Missouri, commented as far as the effectiveness of the masks is concerned, she's been in stores where people pull their masks down to cough or sneeze. Whereas, if they had no mask, common sense would make them sneeze in their elbow to cover it. Her daughter got married last weekend outside city limits where her guests and family were free to show their faces. She reported, two-thirds if not more of the guests were from out-of-state, have been to Branson before, love this town and were looking forward to visiting the shops. When they found out they had to wear muzzles in order to go into the shops, they asked her to let the City know they wanted to shop in Branson, but were taking their money home with them because that's not how they shop. She recalled being at one of the City Council meetings in which someone specifically asked the Mayor about the wording of the ordinance which sounded as though people would have to carry a card to prove their medical conditions. The Mayor specifically said no, that's not what this means, nobody's going to have to carry a card or papers with them to prove anything and it will be on the honor system. Ms. Haining reported she's personally been forbidden to enter stores because she didn't have a card to prove she has a medical condition. She explained she has a medical condition, but that information is between her and her healthcare provider and is documented with her healthcare provider. If this is going to continue, she asked the Mayor to please clarify for the stores in town that there's still some sense of honor in Branson, Missouri, for those people wanting to keep their medical information private.

Mayor Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains and Seay. Nays: Milton. Motion carried. Ordinance No. 2020-0101 was duly enacted.

## DISBURSEMENTS

Mayor Akers stated the next item is the review of disbursements [(August 7, 2020 through August 27, 2020) See Master File for copies of disbursements] Mayor Akers asked if there were any questions regarding the disbursements. Discussion. Mayor Akers asked for a motion to acknowledge the receipt of disbursements from August 7, 2020 through August 27, 2020. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for any comments. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried.

## MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

City Administrator Stan Dobbins recognized Darold Donathan of the Police Department for being chosen as the Missouri LAGERS 2020 Local Government Hero Award. He explained COVID-19 has interrupted the presentation to him, but he will be receiving his award. He provided an update on the recycle center and mentioned the City is still working with the County on it and the County informed the City today it's in the process of completing legal paperwork done. Once that's done, the County will move personnel into the recycle center to start training and the recycle center will be back open for the community soon. He commented the City has been advised it will be receiving some CARES Act funds, but he doesn't have a dollar figure yet.

Mayor Akers mentioned the Aldermen have spent a lot of time researching and doing what they feel is important to represent their particular Wards. There are two representatives for each Ward and their primary responsibility is for their Ward and the overall good of the City. He thanked them for the work they do and the extra time they spend reviewing documents before coming to meetings. He reported the economic results for Branson are doing better than expected and he explained the City originally budgeted for four months with no income, not knowing what COVID-19 would do. While they're not where some people would like them, the results are positive indicating people are spending money in the community in different places and some areas are up significantly. Mayor Akers shared he's encouraged by this and that Branson is seeing some people while keeping the virus at bay to avoid another shutdown.

## ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Milton so moved, seconded by Alderman Skains. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Meeting adjourned at 10:34 p.m.

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E. Edd Akers  
Mayor

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Lisa Westfall  
City Clerk

Marshall Howden - Public Comment 9/8/20

## **Inauguration 2019 Theatre Board Proposal**

I come before you today to address the Board of Aldermen in this time of elections and inaugurations. Following the guidance our citizens gave on Tuesday we now stand at the precipice of a moment of new vision. And I'm here as the leader of a local political coalition focused on keeping our traditions alive to make a proposal.

There has been an ongoing discussion in our community over the past few years and even further back than that on the overall importance of our live music shows & theatres. In fact, going back to the days of our entertainment boom in the 1990s a litany of proposals has been offered up to address the issues many feel impact this industry. There were splinter group theatre leagues to deviate from the established one, local marketing councils that evolved into the taxing district and contractual relationship the city has today with the CVB, and finally countless task forces including the much-publicized request for a Blue-Ribbon committee at the end of 2016. However, in laying all that out I'm not here to give a personal opinion on whether the latter should have been approved by this board or on whether any of the other concepts should have won the day.

Instead, I'm here as a citizen who sat in many of those meetings, to provide a philosophical counter point, and that is this. Our industry needs to unite, rather than forming separatist groups. In preparation for this speech today I talked to a few Aldermen and the point was brought up to me that if you wished to communicate with the hotel owners and management, the lodging association was an all-encompassing place to accomplish that.

But even in the case of the Blue-Ribbon Task Force proposal, when a petition was presented to this board, we had some percentage in the entertainer community that had nuanced differences with the objectives and course that group wanted to lead us down. You see, that's even often been a criticism of my Song of Hope campaigns, that people mistakenly believe our movement only represents one vision as a solution to our challenges. Well, I'm here to offer a solution that I believe would fix that and benefit us all.

Because, when the final meeting was held to address whether the city would adapt that much discussed task force, it was mentioned that Austin, Texas has a music commission right downtown at their city hall. So, like I always do, I began to study; I've done extensive research into this board in Austin, a similar one in Seattle and most prominently, the Music City Music Commission in Nashville, Tennessee.

I believe a commission like this could be a great asset to Branson, Missouri. Our competitors have it, it could unite the industry, and it would be transparent and open to our citizens. Now keep in mind what I'm proposing is an advisory council

only. These councils in other cities write reports, entertainment State of the Unions if you will. But never discount the importance of symbolism. This committee could heal some of our local divides, shed light on important theatre-based issues, and even institute honorary gestures to celebrate our past such as streets named in honor of our legends or local days of remembrance.

Now, I would like to conclude with the answers to a few reasons we might not institute a board like this. First, I understand our Chamber has a new show task force, but at the end of the day, they are a private entity and there is no guarantee that when the RFP is sent out for the marketing dollars that they will always have the same relationship with the city. My proposal, by definition, is ongoing. Another question might be, who could be on this board? Well, in the same vein as our other city advisory councils, that would be up to the Aldermen themselves, allowing for a cross section of thought within this industry.

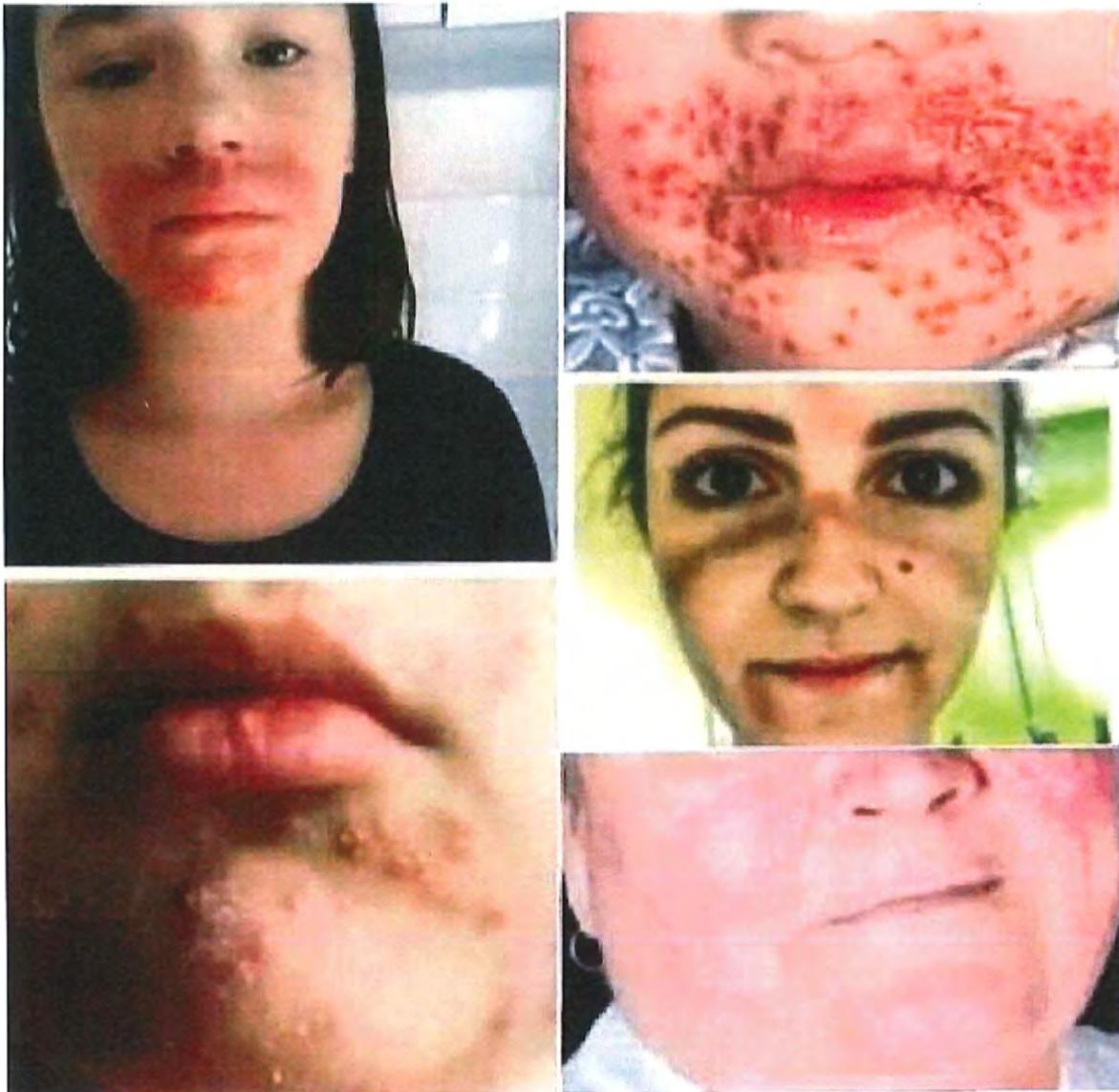
Please consider this proposal backed by our group of entertainers, producers and theatre owners alike so that we can end all the disagreements and get back to the old adage, that the whole town was the show!

Thank You

*Item #13 Ritchie Zates*

**Also serious lung infections and loss of consciousness due to restricted airflow from wearing Masks.**

**Staphylococcus from masks**



Item 13 - Larry Milton handout



**Public Health**  
Prevent. Promote. Protect.  
Taney County Health Department

## Answers to common questions from your Health Department

Current risks of COVID-19 in the area.

**We are currently seeing a rise in COVID-19 cases in Taney County. Many of our cases are Community Spread, which means case investigators are unable to determine how or where people are contracting the disease. The Taney County Health Department is asking that everyone wear a face covering or mask, follow social distancing guidelines, and stay home if you are sick.**

What to do if you believe you have been exposed to someone with COVID-19.

The local health department in the county where a case of COVID-19 resides will perform contact tracing to determine who has been in close contact to the case while they were infectious. If it has been determined that you were in close contact with an infectious case of COVID-19, you will receive a call from that health department with instructions regarding a public health quarantine. If you believe you have been exposed to someone with COVID-19, you should monitor for signs and symptoms of the disease for 14 days from your last date of exposure.

Information regarding COVID-19 testing.

If you are having symptoms of COVID-19, please stay home and contact your healthcare provider to be evaluated for testing. If you do not have a healthcare provider, visit <http://www.coxhealth.com/virtualvisit> and use the code COVID to receive a free virtual visit from a Cox Health provider.

What to do if you have other questions or concerns regarding COVID-19.

If you have other questions or concerns regarding COVID-19, please call the Taney County Health Department at (417) 334-4544, Option 8, then Option 4. There you can leave a message and one of our staff will return your call.

Because we are currently receiving a high volume of COVID-19 calls, it may be 24 hours before a staff member is able to return your call. We thank you for your patience and understanding.

## **Four Taney County residents associated with nursing homes die of COVID-19**

**Jackie Rehwald**  
Springfield News-Leader August 11

The Taney County Health Department reported four new COVID-19 related deaths of local residents. These four new deaths are associated with Taney County nursing homes.

"We are sorry to announce four additional COVID-19 deaths of Taney County residents," Lisa Marshall, Director of the Taney County Health Department, said in a news release. "Our hearts go out to these individuals' families."

On Friday, the Taney County Health Department reported that two of the five reported COVID-19 deaths last week were also related to a number of nursing home cases.

**Coronavirus coverage: Sheriff's office confirms 37 inmates, 23 staff have tested positive for COVID-19**

Four nursing-care facilities in the county have experienced at least 72 reported COVID-19 cases, the health department reported last week.

As of Tuesday, Taney County reports 454 confirmed cases, 111 recovered, 177 cases under investigation, and a total of nine deaths.

**The health department is encouraging Taney County residents and visitors to continue wearing masks, practicing social distancing, frequently washing hands, and staying home if you are sick. Human behaviors are the best line of defense against COVID-19 at this time, the release said.**

**CVB Stats**

The August stats are not available for 2020 yet, so I averaged the 2018 and 2019 numbers. These are the estimate visitor counts from the CVB Scout Report.

	July	August	
2018	1,314,000	873,000	
2019	<u>1,476,000</u>	<u>720,000</u>	
2 Year ave	2,790,000	1,593,000	43% LESS visitors in
August v July			

**BRANSON ADVISORY PARK BOARD**

**REGULAR MEETING**

August 18, 2020

5:15pm

Branson RecPlex

CALL TO ORDER

ROLL CALL

Board Members Present: Candy Sullinger, Andrew Brown, Clark Harrison, Scott Wuest, Scott McCaulley, David Parrish, Mica Farley, Julie Wolfe, Jamie Whiteis, Jennifer Holder

Board Members Absent:

Staff Present: Cindy Shook, Jamie Rouch, Jim Cartright, Marsha Fulton

REGULAR AGENDA ITEMS

**1. Approve Minutes**

July 21, 2020 Regular Meeting

Motion made by Clark Harris and seconded by Andrew Brown to approve the July 21, 2020 minutes as presented. Motion unanimously carried.

**2. Review of Financial Report**

Cindy shared with the board that Finance Director Jamie Rouch would be providing the park financial report for the board.

Jamie thanked Cindy and opened the financials by reminding the board how COVID had affected the financials and how the report was a comparison year to date from the previous year. Jamie drew the board's attention to the revenue totals, reporting that as of July 31, 2020, the total facility revenue is \$710,303 compared to last year's total of \$1.1 million; the ball programs total is \$36,000 compared to \$61,000 for 2019; with revenue totaling \$1.2 million compared to \$1.4 for 2019, for a difference of \$505,000. She explained the effects on COVID to the budget meant that the parks subsidy in addition to public safety subsidy has been reduced by 25%.

Jamie then moved on to expenditures. Facility expenditures are \$844,900 compared to last year's total of \$1,028,284; ball program expenditures are \$75,133 versus \$93,000 for 2019. Jamie stated that while expenditures were declining, she wanted to point out to Cindy and her staff have done a really great job of cutting expenses.

Cindy asked if Jamie would elaborate more on how the subsidy is determined. Jamie explained yearly that they balance the revenues versus expenditures and are required by city code to maintain a 10% reserve in the Parks fund, meaning that 10% of the operating expenditures has to be in a reserve. Jamie explained that any excess may be transferred to an internal service fund for emergencies or capital replacements.

Clark asked Jamie about the Cares Act and if any of that money had made it way to the Parks Department. Jamie explained that the Federal government distributed money to the states and then the states, based on population, distributed it to the counties. Jamie stated that Taney County was given \$6.4 million, explaining that couldn't be used for anything within your normal budget, it could be used for anything related to COVID. Jamie stated that they were able to submit for the first phase through June, and that she expected the Parks Department to reimburse for some expenses and staff time related to activities such as the grocery shopping and virtual programming that the park staff did during the shut-down. Jamie continued that the second phase will be offered that extends the time frame past June.

Jamie stated one of the hardest things, financially, is that there is not a provision for revenue loss, therefore the city cannot go out and spend money over their budget. She complimented the city staff for pulling together, especially the IT Department, who had really done a great job with getting technology up to where it needed to be to continue to operate during COVID. Clark inquired if Cindy knew if any area parks departments had requested items from the CARES Fund. Cindy responded that she would reach out.

Scott M. asked if there is an application process, and Jamie responded the application was submitted by phases. Jamie confirmed that they already submitted the first one and were now waiting on second phase. She added that there may be an amendment to the application, so right now they were waiting on the county to see what we can be submitted for phase two. Scott M. thanked Jamie for the update and thanked Cindy and the Parks Department for all their hard work.

### **3. Campground Occupancy Report**

Cindy reviewed the campground report through August 6 that compares revenue and occupancy from 2019 to 2020. Cindy reminded the board that she asked the campground manager to track this information due to see how Covid might be impacting the occupancy. Cindy reported that for the month of July, we were only down \$3,761.54 compared to last year. She indicated that the average occupancy for July was 80% with 3,734 site nights. Scott McCaulley stated that going by the eye test, everyone has been coming out and enjoying the campground. Cindy agreed stating being outdoors has been very popular. Cindy went on to say that she had a recent meeting with the manager, who has several good ideas about additional features and sources of revenue, including kayaks and bikes.

### **4. Parks Update**

Cindy introduced Park Maintenance Supervisor Jim Cartright to the board. Jim reported that staff has been very busy with ballfield maintenance this summer during the tournament season, and are now transitioning to overall planning maintenance items and projects for the rest of the year.

Jim provided a review of recent projects in the maintenance area, including annual remulching of playgrounds at the RecPlex, Murphy, Eiserman, and Branson North Parks, with more playgrounds planned next week. He added that they were fortunate to have a group, Future Men, that volunteered to assist with mulching. Jim continued by saying that they had been working at the Dog Park mulching trees and doing general clean-up. In addition, a project to add concrete disc golf pads, which was funded through a neighborhood grant, was completed at Sunset Park.

Cindy reported that Landscape Specialist Amy Jackson is working on flower bed maintenance at City Hall, downtown, the RecPlex and Lakeside Forest. Clark injected that the Tree Keepers had met last Thursday at Lakeside Forest and that Amy had provided training on watering tree and the and Tree Keepers were assigned to certain parks. Clark added that upkeep for new tree plantings is critical for three years. Clark then asked Jim at what height the mowing was being done, explaining if less than 3 inches it dries out the ground when the rain slows down. Jim agreed, stating that they usually had the mowing decks at three inches but he would double check. Clark added that the maintenance crew was always efficient when he saw them and he appreciated it. Andrew inquired if they had taken over some of the mowing could they apply for the Care funds. Cindy explained that her understanding is that the Cares Fund is only available for items outside your normal budget, so the mowing would not be eligible.

Cindy went on to say that the Park's staff had taken over mowing for most of the City due to the cancellation of the mowing contract. Cindy added that while this was a lot to take on, she was grateful that her staff continued to work in lieu of being furloughed. Cindy concluded by stating that the fall months are the time staff is able to focus on park and trail maintenance.

Mica inquired about Arbor Day. Clark confirmed that Amy was working on a celebration this fall were a memorial tree would be planted.

## **5. Program Update**

Cindy shared that they were currently signing up for fall youth programs, including soccer, flag football, and volleyball, in addition to the doggie swim and garage sale. She added that all programs have modifications planned with proper social distancing and masks. Cindy reminded the board they were prepared to shift quickly, if needed, to alternate plans for programs and even virtual programs.

David asked if the modifications were available on the website and if they had they been included in press releases. Cindy confirmed that the modifications for the sports programs were available online, and wording had been included in all press releases alerting the public to masks and social distancing requirements.

Scott McCaulley inquired to Jamie as to if the mask ordinance would be up for a vote in September. Jamie confirmed it was for vote again on September 8<sup>th</sup>.

Mica stated that she had been in communication with her family doctor, who indicated that the kid to kid transmission was much lower than that of adult to adult. Mica stated that in her opinion, focus should be placed on social distancing between spectators and adults. She stated she personally felt comfortable with the schools' plans, along with the City's and Park's departments. Cindy stated she appreciated Mica's input.

## 6. Member's Reports

Jennifer shared that recently a client of hers said pretty much what Mica had said regarding contact. She stated she was excited to see what the fall would be this year.

Scott Wuest asked if Cindy had heard about the upcoming Trails Summit with MPRA, and if anyone was attending. Cindy stated she had not seen that but she would be sure to check it out.

Andrew shared that he had inquired about coaching youth soccer this fall if coaches are needed.

Candy welcomed Jennifer Holder to the Park Board and stated she looked forward to getting to know her.

David shared that he had heard a lot of positive feedback for the time slots at the AquaPlex this summer. He wondered if it would be possible to continue offering sessions in the future. Cindy responded that she was happy to hear that positive feedback, and can take a look at that. She stated that this year was difficult because by restricting the number of people on the pool deck, we did depress our revenue, so we were not able to offset our expenses at the same level as in the past, so that would be a major factor.

Mica inquired what the cap was at the pool and what the daily average attendance was previous to COVID. Cindy stated that the daily cap at the pool was 150 and that previous average attendance number during the week was 300 and 400 on a weekend day.

Jamie shared that the business at Tanger Outlets was up 13% last week, with at least half a dozen stores that were top stores in the nationwide, so that was great to see.

Julie agreed that a lot of people enjoyed the time limits at the pool. She agreed if they could find a way to continue it, she would like to see it. Julie also thanked Cindy for all her hard work, especially with Jason being gone.

Scott Wuest added that Spinnaker was up 58% last month, which he knew was good compared to some hotels that are struggling.

Jennifer stated that her employer, Big Cedar, had seen an influx and that they had been sold out since reopening. She also stated that their marketing department had really pushed that the outdoors was the place to be.

<b>ADJOURN</b>
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Motion was made by Scott Wuest, and seconded by Julie Wolfe, to adjourn the meeting. All were in favor.

Meeting adjourned 6:30pm



# STAFF REPORT

**ITEM/SUBJECT:** PRESENTATION OF A PETITION FOR CONSENT OF ANNEXATION FOR THE PROPERTIES LOCATED AT 121 LENHART LANE, BRANSON, MISSOURI.

**INITIATED BY:** PLANNING & DEVELOPMENT DEPARTMENT

**DATE:** SEPTEMBER 22, 2020

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**EXECUTIVE SUMMARY:**

- A petition for annexation has been received from Todd Chandler of Cribb Philbeck Weaver Group, Inc. on behalf of Lifestyle Contractor LLC for this property.
- 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.
- The Public Hearing concerning this petition has been scheduled for October 13, 2020. It is statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. Any person wishing to speak in regards to the petition can do so at the Public Hearing.
- The final reading is tentatively scheduled for October 27, 2020.

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**FINANCIAL IMPACT:**

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

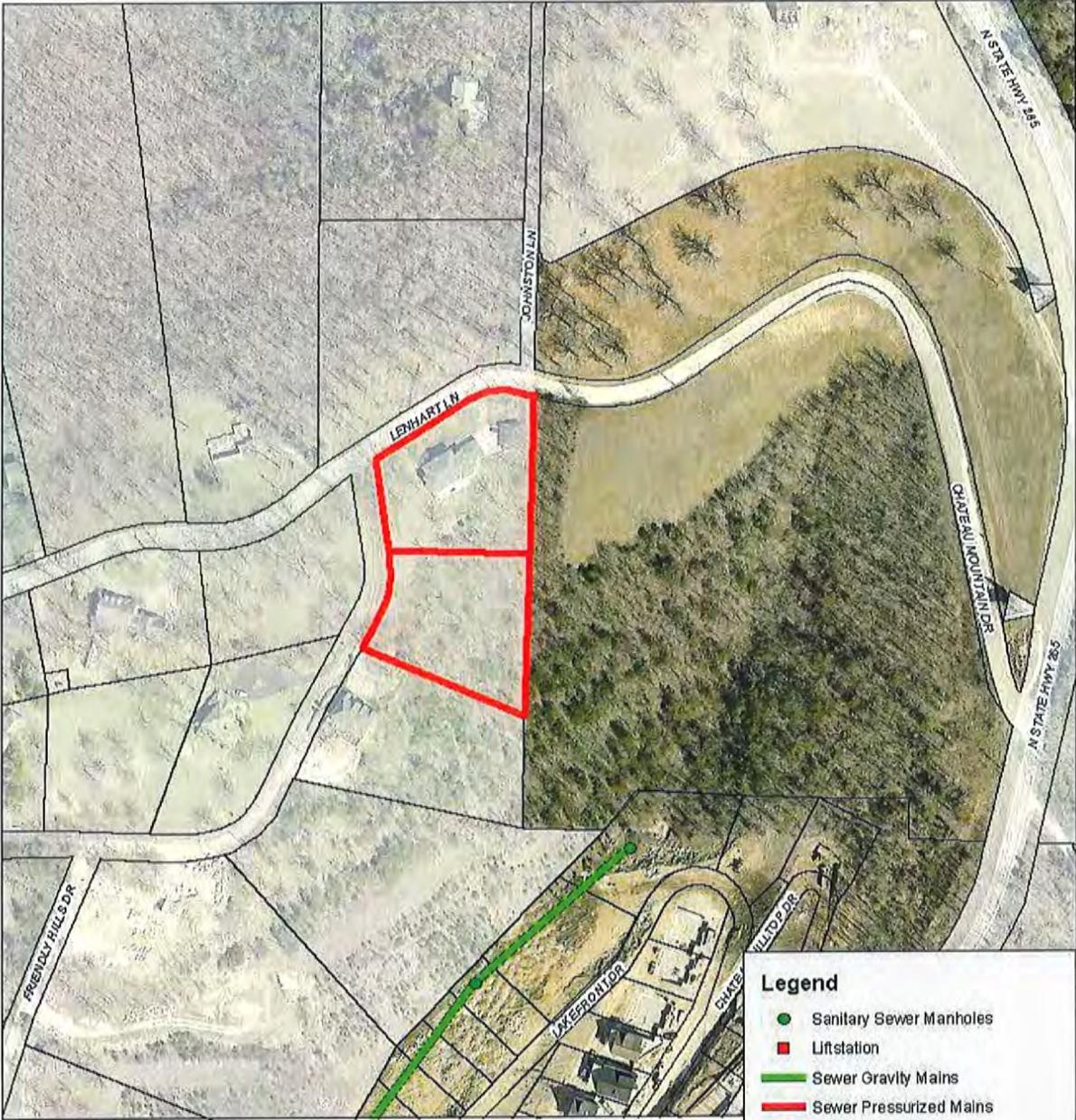
**STAFF RECOMMENDATION:**

- Recommended  
 Not Recommended  
 Neutral/None

A handwritten signature in black ink, appearing to be "D.D.", is written over the "Neutral/None" option of the staff recommendation.

**COMMUNITY PLAN 2030:** LU-2: Annexation.

- ATTACHED EXHIBITS:**
- 1) Vicinity Map
  - 2) Annexation Application
  - 3) Petition for Annexation



**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



**Annexation - Developed**  
**Address: 121 LENHART LN**  
**Description: Annexation of Lots 1 and 2 of Friendly Hills subdivision into City of Branson**

**AX20-000002**  
Application  
Date: 08/27/2020

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**Application Information\*:**

Applicant Name                    Todd Chandler  
Applicant Email                    todd.chandler@MadridCPWG.com  
Applicant Address                231 Rockpoint Drive Walnut Shade MO 65771  
Applicant Company Name        Cribb Philbeck Weaver Group, Inc  
Applicant Company Address    301 West Pacific Street Suite B Branson MO 65616  
Applicant Home Phone  
Applicant Cell Phone            (816) 519-1601  
Applicant Work Phone            (417) 320-6065  
Are you the property owner?    No  
Would you like to add  
additional team members?      Yes  
Additional Team Member 1  
Name                                LIFESTYLE CONTRACTOR LLC  
Additional Team Member 1  
Email                                redfords09@gmail.com  
Additional Team Member 1  
Address  
Additional Team Member 1  
Company Name                    LIFESTYLE CONTRACTORS  
Additional Team Member 1  
Company Address                4675 N GRETNA RD STE 201 BRANSON MO 65616  
Additional Team Member 1  
Home Phone

Additional Team Member 1  
Cell Phone

Additional Team Member 1  
Work Phone (417) 320-6014

Additional Team Member 2  
Name Gregg Richards

Additional Team Member 2  
Email draftinghouseplans@gmail.com

Additional Team Member 2  
Address

Additional Team Member 2  
Company Name LGR Design & Drafting

Additional Team Member 2  
Company Address

Additional Team Member 2  
Home Phone

Additional Team Member 2  
Cell Phone

Additional Team Member 2  
Work Phone (417) 699-6472

Briefly describe current use Single family residential

Are there deed restrictions? Yes

*\* Only fields that were populated are shown*

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**Documents:**

Attach a recent copy of the Warranty Deed/Deed of Trust: [Warranty Deed.pdf](#)

Attach a list of Deed Restrictions: [Deed Restrictions.pdf](#)

Attach property owner acknowledgement and notarization: [Property Owner Acknowledgement.pdf](#)

Applicant Signature: [signature.png](#)

Email: [Blank Email Template.htm](#)

Email: [Blank Email Template.htm](#)

Document: [FriendlyHillsLot1\\_2.pdf](#)

**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 #208897137



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL 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.

**INITIATED BY:** IT DEPARTMENT

**FIRST READING:** SEPTEMBER 8, 2020

**FINAL READING:** SEPTEMBER 22, 2020

**EXECUTIVE SUMMARY:**

- The following agreement is with CDW Government (CDWG) to enable the purchase of necessary technology related items required to service the city’s various departments.
- This contract modification increases the total not to exceed amount by \$40,000. This increase is necessary due to the unplanned procurement of laptops, mobile devices, and secondary authentication licensing as a result of COVID-19 response. Reimbursement of funds expended for COVID-19 related expenses via the CARES ACT.
- The contract also enables the purchase of computer hardware, network hardware, and 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 \$170,000. However, there is no minimum purchase required. Funds for this contract are included in the 2020 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. 5856

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

**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.**

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**WHEREAS**, in accordance with City of Branson’s purchasing procedures, the City is allowed to utilize the state 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 amendment 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 an amendment to the contact with CDW Government, LLC pertaining to the purchase of computer hardware and software for an amount not to exceed \$170,000.00 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 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 9/2/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



Master Contract Number: C2020-0058

## PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of November, 2019, 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, 2020 to a date ending December 31, 2020.**
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.

**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. 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:**

By:

[Signature]  
(Signature)

11/13/19  
Date

Name: BRIAN FISHER  
(Printed Name)

Title: SR. Manager, Program Sales

Company Name: CDW Government LLC

Address: 230 N. Milwaukee

VERNON HILLS, IL 60061

Phone: 312.705.3385

E-Mail: briafis@cdwg.com

Tax ID: 36-4230110

**CITY OF BRANSON, MISSOURI**

[Signature] 11/26/19  
E. Edd Akers  
Mayor

ATTEST: [Signature] 11/26/19  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

[Signature] 10/2/19  
Chris Lebeck #51831  
City Attorney





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 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.

**INITIATED BY:** PUBLIC WORKS DEPARTMENT

**FIRST READING:** SEPTEMBER 8, 2020      **FINAL READING:** SEPTEMBER 22, 2020

**EXECUTIVE SUMMARY:**

- Municipalities can obtain better and lower bids on equipment and vehicles utilizing the cooperative bidding process. By combining purchasing power with state organizations, cities and counties, the vendors are able to supply the equipment at a very low cost.
- The Greene County Highway Department obtained bids on August 21, 2018 for guardrail installation, repair and maintenance. Contract (#18-10675) was executed with Highway Safety Solutions with an option to renew two additional one year periods.
- Amendment Number 1 was entered into August 12, 2019 between the Greene County Highway Department and Highway Safety Solutions and runs through September 7, 2020.
- Amendment Number 2 was entered into July 13, 2020 between the Greene County Highway Department and Highway Safety Solutions and runs through September 7, 2021.
- Funds are projected in the reduced 2020 & recommended 2021 public works department transportation budget to cover these services.
- Staff recommends approval of a services contract with Highway Safety Solutions for a total not to exceed amount of \$18,000 from the date of execution through September 7, 2021.

**FINANCIAL IMPACT:**

- No impact/Not applicable
- Budgeted in the FY2021 projected budget
- Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Governance/Transportation/Community

**ATTACHED EXHIBITS:**

BILL NO. 5857

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

**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.**

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**WHEREAS**, in accordance with cooperative purchasing procedures, the City of Branson is allowed to utilize cooperative bids for purchasing municipal supplies, services and equipment; and

**WHEREAS**, Highway Safety Solutions is the low bidder as determined by Greene County Contract #18-1017 for guardrail installation, repair and maintenance; and

**WHEREAS**, the Board of Aldermen desires to award the contract for the repair and replacement of guardrail in various locations.

**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 a services contract with Highway Safety Solutions pertaining to the repair and replacement of guardrail at various locations for a total not to exceed amount of \$18,000.00 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 \_\_\_\_\_, 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

*Ch #51m 9/2/12*  
\_\_\_\_\_  
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 Highway Safety Solutions ("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 September 7, 2021.**

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 **Eighteen Thousand Dollars (\$18,000.00)**, 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.

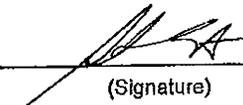
22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions 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:  22 AUG 20  
(Signature) Date

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

Name: STEVE ISASTON  
(Printed Name)

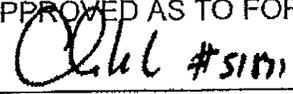
Title: OWNER

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

Company Name: Highway Safety Solutions

Address: 5613 S. ELMIRA AVE.  
SPRINGFIELD, MO 65810

Phone: 417 886 5344

APPROVED AS TO FORM:  
 #51831 8/11/20  
Chris Lebeck #51831 Date  
City Attorney

E-Mail: steaston@aol.com

Tax ID: 75-3029012

Highway Safety Solutions  
5618 S. Elmira  
Springfield, MO 65810

**SCOPE OF WORK**

The City of Branson will be using the cooperative bid from Greene County for repair and/or replacement of guardrail in various locations

Highway Safety Solutions agrees to provide repair/removal of guardrail within various locations September 8, 2020 through September 7, 2021 in the City of Branson.

## Pricing Page

Item No.	Description	Unit	Unit Price
1.	Remove Existing Guardrail, Posts- Complete System	Lin Ft	\$8.00
2.	Embankment Pad for 0' To 10" Fill Height	Lin Ft	\$185.00
3.	Type A Turn Down Terminal Section	Each	\$950.00
4.	Remove And Replace 12.5 Foot Beam (Type A Guardrail)	Each	\$220.00
5.	Remove And Replace 12.5" R BM, Conc/Convex Type A	Each	\$242.00
6.	Remove And Replace Steel Post, 6 Foot (Type A Guardrail)	Each	\$105.00
7.	Remove And Replace Wood Post, 6 Foot (Type A Guardrail)	Each	\$52.00
8.	Remove And Replace Steele Post, 9 Foot (Type A Guardrail)	Each	\$115.00
9.	Remove And Replace Wood Post, 9 Foot (Type A Guardrail)	Each	\$72.00
10.	Remove And Replace Wood Black 8x6x14 (Type A Guardrail)	Each	\$15.00
11.	Remove And Replace End Section (Shoe) (Type A Guardrail)	Each	\$121.00
12.	Remove And Replace Terminal Connector (Type A Guardrail)	Each	\$78.00
13.	Install Post In Solid Rock Or Through Concrete (Type A or E Guardrail)	Each	\$199.00
14.	Realign And Use Existing Post (Type A Guardrail)	Each	\$20.00
15.	Remove And Replace 12.5 Foot Thrie Beam Rail (Type E Guardrail)	Each	\$232.00
16.	Remove And Replace Steel Post, 6 Foot (Type E Guardrail)	Each	\$105.00
17.	Remove And Replace Wood Black 8x6x21 (Type E Guardrail)	Each	\$19.00
18.	Remove And Replace 6x8x45 Wood Post (ET-2000 Post #1-4 SRT Post #1-2)	Each	\$0.00
19.	Remove And Replace 6x8x72 Wood Post (ET-2000 Post #5-8, SRT Post #3-9)	Each	\$0.00
20.	Remove And Replace 6x8x14 Wood Block (Type A Crashworthy Compliant)	Each	\$16.00
21.	R&R Steel Tube Foundation With Soil Plate (Type A Crashworthy Compliant)	Each	\$250.00
22.	Remove And Replace 25 Foot Beam Rail (Type A Crashworthy Complaint)	Each	\$400.00
23.	Remove And Replace With A New Guardrail Extruder (Type A Crashworthy Compliant)	Each	\$800.00
24.	Remove And Replace Offset Strut (Type A Crashworthy Compliant)	Each	\$90.00
25.	Remove And Replace Cable Assembly With Pipe, PL & ANCH (Type A Crashworthy Compliant)	Each	\$225.00
26.	Remove And Replace Rail And Rod (CAT #2-4)	Each	\$350.00
27.	Remove and Replace Rail And Rod (CAT #4-6)	Each	\$450.00

28.	Remove and Replace Strut Assembly (SRT - 350)	Each	\$80.00
29.	Remove And Replace First Slotted Guardrail Panel, 12.5 Foot (SRT- 350)	Each	\$200.00
30.	Remove And Replace SEC Slotted Panel, 12.5 (SRT-350)	Each	\$200.00
31.	Remove And Replace Barrier End Nose Piece (SRT-350)	Each	\$100.00
32.	R&R Steel Foundation Tube (SRT-350)	Each	\$250.00
33.	Remove And Replace Steel Foundation Tube with Soil Plate (SRT-350)	Each	\$250.00
34.	Install Terminal End Marker	Each	\$25.00
35.	Install Type III Black and Yellow Object Marker On End Terminal	Each	\$50.00
36.	Furnish And Install Type A Crashworthy End Terminal	Each	\$3,000.00

Item No.	Description	Unit	Quantity Per Location	Unit Price
37.	Installation of New Type A Guardrail Includes 6' Posts, Accessories, and Two Turn Down Sections.	LF	0-50	\$90.00
38.	Installation of New Type A Guardrail Includes 6' Posts, Accessories, and Two Turn Down Sections.	LF	51-200	\$60.00
39.	Installation of New Type A Guardrail Includes 6' Posts, Accessories, and Two Turn Down Sections.	LF	201-1000	\$48.00
40.	Installation of New Type A Guardrail Includes 6' Posts, Accessories, and Two Turn Down Sections.	LF	>1000	\$41.00
41.	Additional Cost per Post for 9' Post	Each		\$100.00
42.	Additional Cost per 6' Post in Rock or Concrete	Each		\$100.00
43.	Additional Cost per 9' Post in Rock or Concrete	Each		\$125.00
44.	Complete removal & replacement of ET-2000 that meets MoDot compliant Type A crash worthy section			\$3,400.00



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL 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.

**INITIATED BY:** PUBLIC WORKS/ENGINEERING DEPARTMENT

**FIRST READING:** SEPTEMBER 8, 2020 **FINAL READING:** SEPTEMBER 22, 2020

**EXECUTIVE SUMMARY:**

- The Missouri Highway and Transportation Commission is requesting that the City execute a Missouri Highways and Transportation Commission Municipal Agreement that will consist of a public improvement project to repair the bridge deck on Missouri State Hwy. 65 over Lake Taneycomo.
- A portion of the improvement project on Missouri State Hwy. 65 lies within the city limits of Branson.
- The MHTC is requesting that the city temporarily close and vacate Sunset Road and Wilshire Drive during the construction period.
- The municipal agreement provides that effective upon execution of this Agreement, the MHTC temporarily accepts the portion of Sunset Road and Wilshire Drive 50' east and west of Highway 65 as part of the State Highway System for the purposes during construction.
- Upon completion of the improvement project, the city shall accept control and maintenance of Sunset Road and Wilshire Drive that was temporarily accepted as part of the State Highway System and all obligations of the MHTC with respect to the City street system shall cease.
- Staff recommends approval of the Municipal Agreement with the MHTC.

**FINANCIAL IMPACT:**

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

**COMMUNITY PLAN 2030:** TR1.1.1/4.4.1

**ATTACHED EXHIBITS:**

**STAFF RECOMMENDATION:**

- Recommended**
- Not Recommended**
- Neutral/None**

**ITEM/SUBJECT: READING OF A BILL 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.**

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**DETAILED ANALYSIS:**

There will be no financial impact on the City of Branson budget. The Missouri Department of Transportation will be repairing the bridge deck and providing signage for safety purposes at their cost. MoDOT will also be coordinating with the property owners through door to door visits with informational flyers notifying them of the temporary road closures.

BILL NO. 5858

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

**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.**

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**WHEREAS**, the Missouri Highway Transportation Commission desires to repair the bridge deck on Missouri State Hwy. 65 over Lake Taneycomo; and

**WHEREAS**, the Board of Aldermen desires to approve the Agreement between the Missouri Highway and Transportation Commission for bridge deck repair on Missouri State Hwy. 65.

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute the Agreement with the Missouri Highway and Transportation Commission pertaining to bridge deck repair 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 the City of Branson, Missouri this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

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

APPROVED AS TO FORM:



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

CCO Form: DE11  
Approved: 04/93 (CEH)  
Revised: 04/20 (BDG)  
Modified:

Municipal Agreement  
Route: 65  
County: Taney  
Job No.: J7P3105D, J7P3190L

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MUNICIPAL AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Branson, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 65, Taney County, Job No. J7P3105D, J7P3190L shall consist of Bridge Deck Repair.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows: J7P3190L: Beginning at 220' North of Lake Taneycomo on Southbound Highway 65 to 190' south of Lake Taneycomo on Southbound Highway 65.

J7P3105D: Beginning at 240' South of Lake Taneycomo on Northbound Highway 65 to 290' North of Lake Taneycomo on Northbound Highway 65.

Total improvement approximately 1000'

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J7P3105D, J7P3190L.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans

(8) RIGHT-OF-WAY ACQUISITION:

No acquisition of additional right-of-way is anticipated in connection with Job No. J7P3105D, J7P3190L or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated

December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE:

(A) The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of Sunset Road and Wilshire Drive 50' east and west of Highway 65 in this Agreement as part of the State Highway

System for the purposes of this project. However, during the construction period contemplated in this Agreement:

- (A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and
- (B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into

subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's City Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) City of Branson  
Keith A. Francis, P.E.  
Contract Management  
110 West Maddux  
Suite 310  
Branson Missouri, 65616

Facsimile No: 417-335-4354

(B) To the Commission:  
Steve Campbell, District Engineer  
Missouri Department of Transportation Southwest District  
3025 East Kearney Street  
Springfield Missouri, 65803

Facsimile No:417-895-7610 Refer to Job. J7P3105D, J7P3190L

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the

parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

*[remainder of page intentionally left blank]*



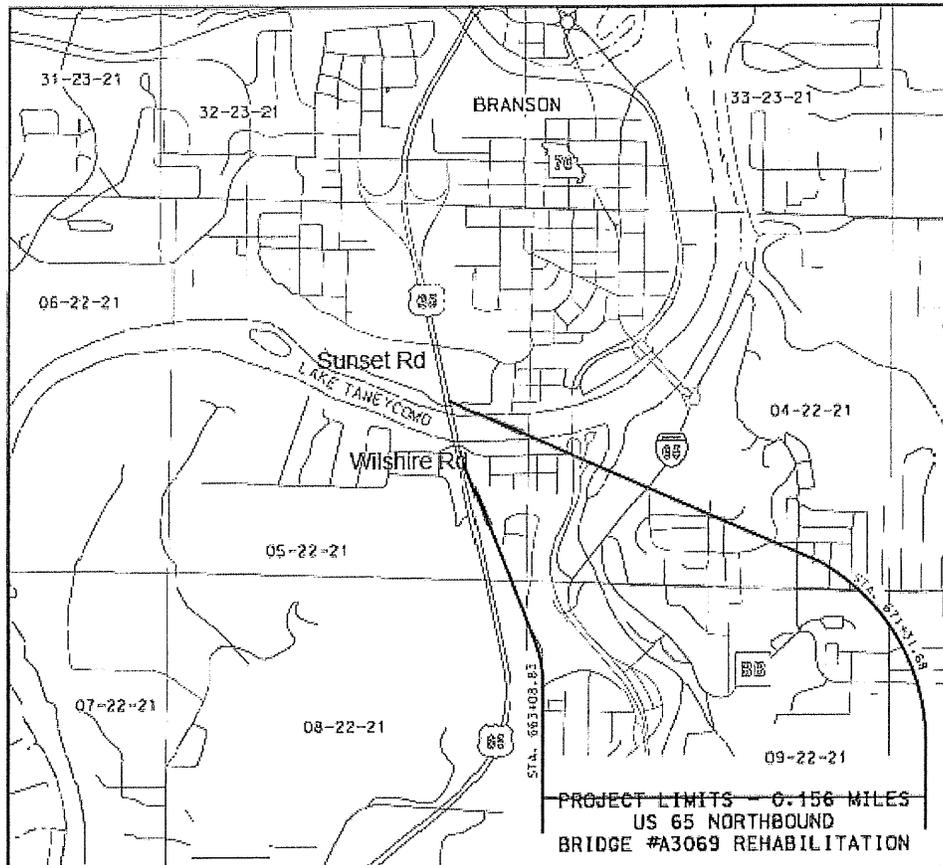


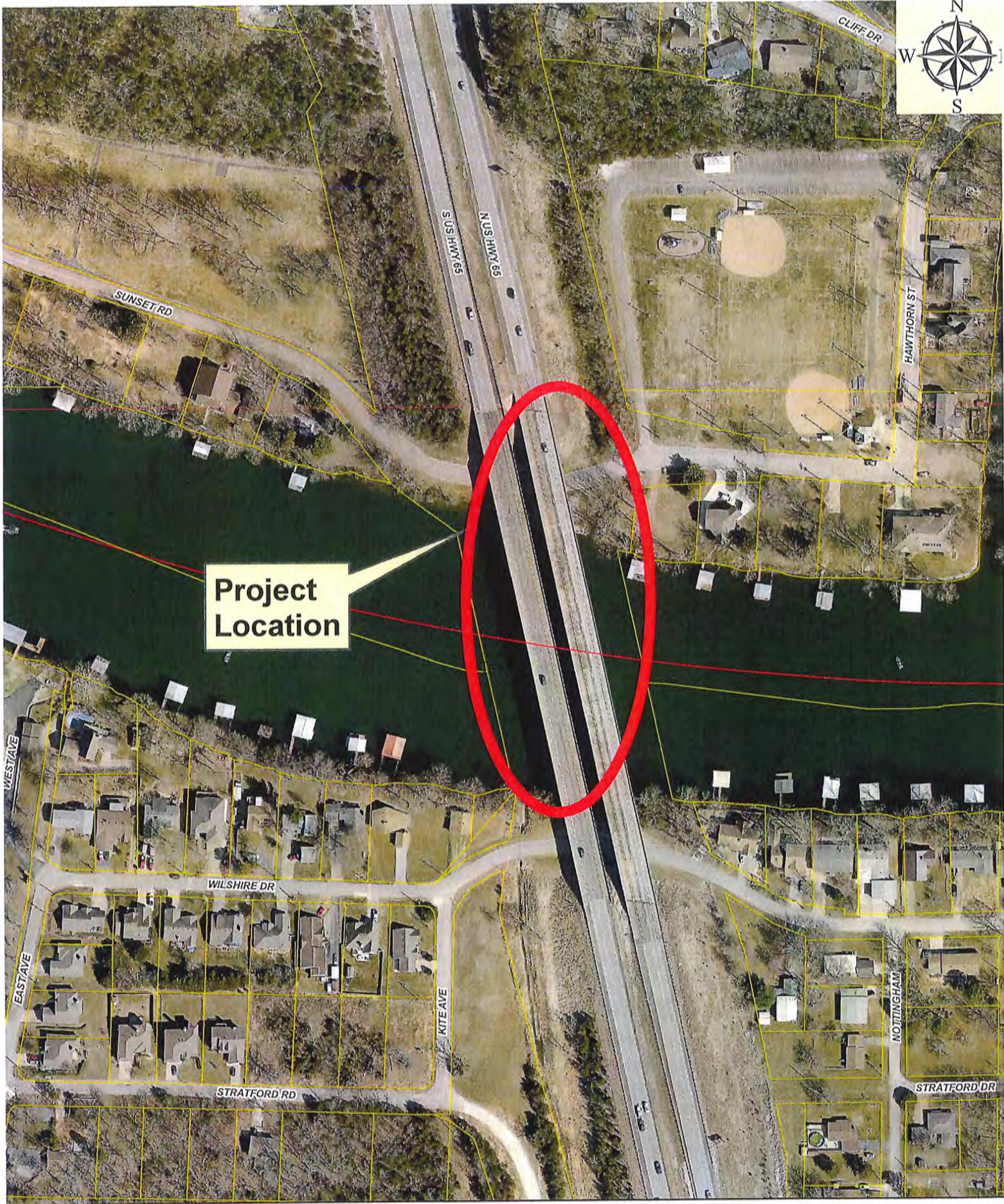
SHOWING LOCATION OF TANEY COUNTY

# STATE HIGHWAY 65

## TANEY COUNTY

### Exhibit A





**Project  
Location**

## Location Map

200 100 0 200 Feet



Disclaimer: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Branson, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Branson, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL 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.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** SEPTEMBER 8, 2020      **FINAL READING:** SEPTEMBER 22, 2020

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**EXECUTIVE SUMMARY:**

- Utilities has purchased a water treatment coagulant product during the current 2020 fiscal year through a contract with CedarChem, LLC. This product is used for separation and settling of sediment and the reduction of organic carbons found in source water entering the water treatment facilities.
- After successful results in laboratory testing and pilot runs in the treatment process, the CedarChem, LLC product was approved as an equal to the advertised product specification, however, in actual conditions this treatment chemical has not met our performance expectations. This under-performance has resulted in additional costs and results that are causing potential compliance concerns.
- Contact was made with CedarChem, LLC representatives, however, the only solution offered was to purchase enhancement additives at further additional cost. With no guarantee additives would improve performance staff has cancelled the existing CedarChem contract through allowable terms and conditions in the document.
- Staff recommends award of a contract with the next lowest bidder, Chemtrade Chemicals US, for purchase of their coagulation product. The Chemtrade product has been used in our treatment system in the past with reliable results. Chemtrade has agreed to honor their bid provided in 2019 and also agrees to hold their bid price for the upcoming 2021 fiscal year. With this commitment, staff recommends award of the contract to Chemtrade Chemicals US, LLC. in an amount not to exceed \$68,000.00 for the complete period.
- Funds to cover these expenses are included in the current 2020 water and sewer operational budget and the upcoming proposed 2021 operational budget.

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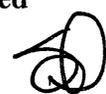
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**FINANCIAL IMPACT:**

- 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:** E1 3

**ATTACHED EXHIBITS:**

BILL NO. 5859

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

**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.**

---

**WHEREAS**, the City of Branson is approving the contract with Chemtrade Chemicals US, LLC for water treatment coagulant; and

**WHEREAS**, Chemtrade Chemicals US, 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 with Chemtrade Chemicals US, LLC for water coagulant in the amount not to exceed \$68,000.00 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

*Chris Lebeck #51831 9/2/22*  
\_\_\_\_\_  
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 **Chemtrade Chemicals US, 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, but in any event, all of the work required hereunder shall be completed by **December 31, 2021**.

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

Chemtrade Chemicals US, LLC

Page 1 of 9

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 **Sixty Eight Thousand Dollars (\$68,000.00)**, 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.

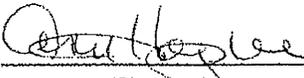
22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions 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:  8/26/20  
(Signature) Date

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

Name: ANN HOPLER  
(Printed Name)

Title: MARKETING SPECIALIST

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

Company Name: CHEMTRADE CHEMICALS US LLC

Address: 90 EAST HALSEY ROAD, SUITE 200  
PARSIPPANY, NJ 07054

Phone: 800-441-2659

E-Mail: BIDS@CHEMTRADELOGISTICS.COM

Tax ID: 74-3104940

APPROVED AS TO FORM:  
 8/11/20  
Chris Lebeck #51831 Date  
City Attorney

Chemtrade Chemicals US, LLC  
90 East Halsey Road  
Parsippany, NJ 07054

## SCOPE OF WORK

1. Purpose: Chemtrade Chemicals US, LLC agrees to provide water/wastewater treatment chemicals for the period of August 1, 2020 through December 31, 2021 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 Chemtrade Chemicals US, LLC 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 Chemtrade Chemicals US, LLC will be liable for excess costs incurred.
  - 2.4 Prior to acceptance of a water treatment coagulant, the city will evaluate the coagulant's effect on the treatment process through field testing including, but not limited to, filter performance and run time, floc size, feed rates, backwash rates, etc. Unit pricing must include technical support from the chemical Contractor, if needed, up to 40 hours per year for the coagulant bid accepted
  - 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 Annual Usage
Water Treatment Coagulant (Liquid Bulk) Hyperion 1090 or approved equal through field testing by City personnel prior to bid opening. (Pricing must be on wet weight basis)	225,000 lbs.

**PRICING PAGE**

Chemtrade Chemicals US, LLC provided pricing information as specified below to provide chemicals as specified in accordance with the terms and conditions of this contract.

Type	Estimated Annual Usage	Unit Price
010. Water Treatment Coagulant (Liquid Bulk) Hyperion 1090 or approved equal. <b>(Pricing must be on wet weight basis)</b>	225,000 lbs.	\$ .2485 / lb. <b>(Wet Wt. Basis)</b>

# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE GENERAL FUND AND THE CONVENTION CENTER FUND.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** SEPTEMBER 8, 2020    **FINAL READING:** SEPTEMBER 22, 2020

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**EXECUTIVE SUMMARY:**

- The Branson Convention Center is requesting an additional \$354,437 to cover operations through December 31, 2020 due to a decrease in revenues.
- If approved, \$129,262 would be moved from the Branson Convention Center - City Held reserve fund to the Branson Convention Center operating fund. The additional \$225,175 would be transferred from the City of Branson General Fund.
- A budget amendment is needed to cover these expenses.
- The fund balance in the General Fund will be lowered to cover this amount.

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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:** 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:**

**AN ORDINANCE AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE GENERAL FUND AND THE CONVENTION CENTER 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 General Fund and the Convention Center 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 General Fund and the Convention Center Fund.

**General Fund and Convention Center Fund**

	<u>Increase</u>
101-1095-510.91-20 (General Fund transfer to Convention Ctr)	\$225,175
120-0000-499.41-01 (Conv. Ctr transfer in from General Fund)	(\$225,175)
Branson Convention Center – City Held reserve fund	(\$129,262)
Branson Convention Center operating fund	\$129,262

Total amount transferred to the Convention Center for operations \$354,437

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

\_\_\_\_\_  
*CLL #5181 9/3/20*  
Chris Lebeck #51831  
City Attorney



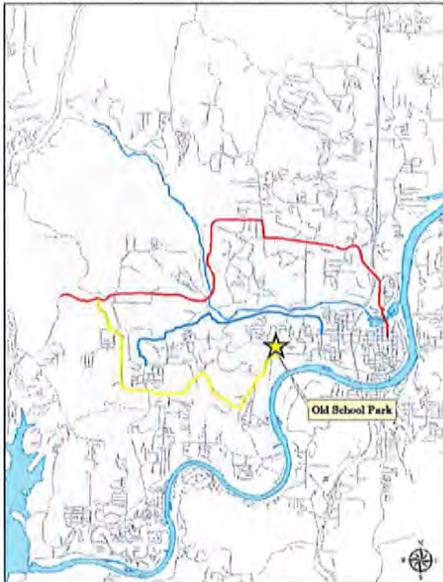
# CHRISTMAS LIGHTING OPTIONS

## Options

- 1. \$0 - Do not hang City sponsored lights
- 2. \$20,000 - Hang existing star lights
- 3. \$8,700 - Old School Park Up Lighting
- 4. \$ 44,000 - City Involvement for all Christmas Decorations



## Location Maps





## OLD SCHOOL PARK UP – LIGHTING ELECTRICAL INSTALLATION

### CITY ARBORIST RECOMMENDATIONS

Any trenching, especially in the CRZ (critical root zone or dripline) can cause significant damage to the trees usually resulting in crown die-back and other issues.



## COURSES OF ACTION

### Options

1. \$0 - Do not hang City sponsored lights
2. \$20,000 - Hang existing star lights
3. \$8,700 - Old School Park Up Lighting





## CHRISTMAS COALITION UPDATE

- Established in 2015
- Independent, Missouri Nonprofit
- 25+ Business Members
- Raised \$444,000 since inception to grow and enhance the holiday season in Branson.
- Inspired, encouraged and facilitated significant private holiday décor investments.
- Documented 56 Landmark Trees in 2019 (Over 20', one-of-a-kind, 10+ tree collection)
- More than \$20 million annual economic impact

**2017:** Veteran's Tree: Honoring Gold, Silver and Blue Star Families 30' Display; 60 Stars

**2019:** Upcycled City Star Lights on a Tree in front of the Titanic (\$14,600)

**2020:** "United We Stand" Community Tree at The Branson Ferris Wheel (\$18,000)  
39' Display, Ornaments from 50 States, Lit Base "PEACE HOPE JOY LOVE"



## OPTION PROS & CONS

<b>STAR DISPLAYS: \$20,000 Annually</b>	<b>UP LIGHTING: \$8,700 One Time</b>
• Displays are 10-15 years old and in significant disrepair.	• New, programable LED light fixtures use minimal electric power.
• Seasonal display for Nov. & Dec.	• Year-round display supports Christmas++
• Highlights old/unsightly utility poles.	• Highlights our trees & natural beauty.
• Displays are along the entire length of W. 76 Country Boulevard.	• Lighting is concentrated in one smaller area, with great visibility and exposure, for maximum impact.
• <i>Star displays on Branson Landing Boulevard are not impacted by this \$20K</i>	• Refreshes a "neglected" park on the east end of Branson's Entertainment District



# CRITICAL ROOT PROTECTION

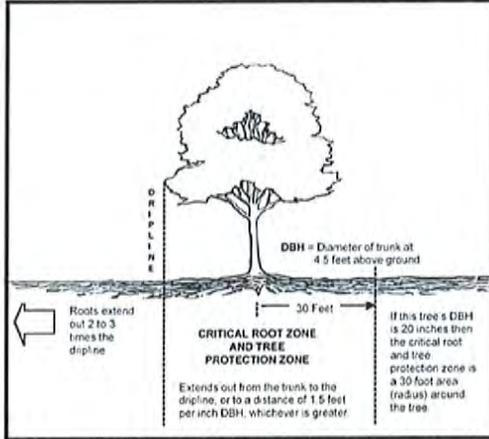


Figure 1. Location of the Critical Root Zone and Tree Protection Zone





# 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.

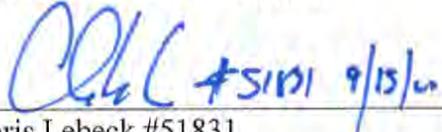
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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 9/13/19  
Chris Lebeck #51831 Date  
City Attorney

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.**

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**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\_\_.

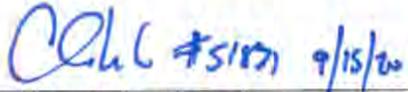
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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. Eideon 11-12-2019  
(Signature) Date

Name: Terry G. Eideon  
(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.

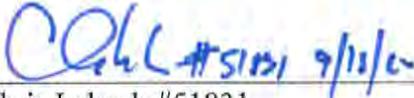
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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: [Signature] 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:  
[Signature] #51831 8/27/20  
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.**

---

**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 9/10/20*  
\_\_\_\_\_  
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)

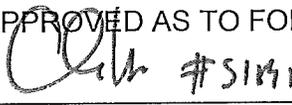
Title: owner

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.**

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**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.**

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**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.

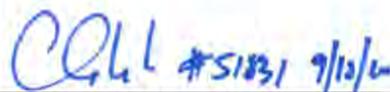
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
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  
Mark Bersted  
Divisional Vice President

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

Attest Ryan Stemmons  
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:

Chl #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**

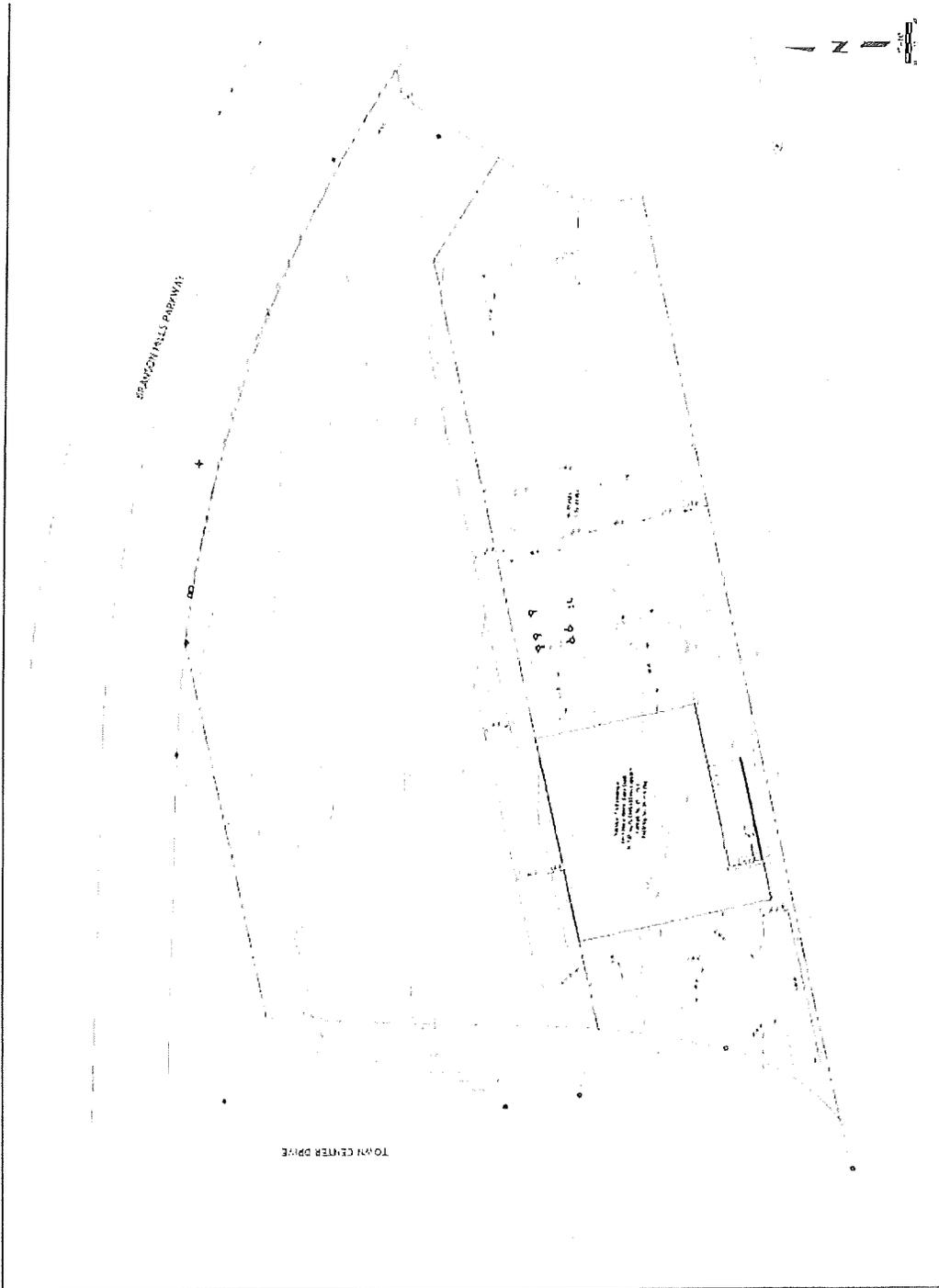


EXHIBIT C

# PUBLIC SANITARY SEWER PLANS FOR LOTS 1A & 1B OUTLOT 8 SHOPPES AT BRANSON HILLS

ITEM	UNIT	AMOUNT	AS-BUILT
4" 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 St  
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 Towler  
417-334-9327  
bill.towler@centurylink.com

BRANSON, MISSOURI  
JULY, 2019



**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**

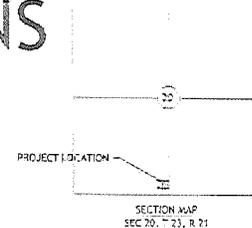
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICE, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING 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  
SANKHAIKOWSKY  
5507 HIGH MEADOW CIRCLE  
MAHATTAN KANSAS, 66503  
SANKHAIKOWSKY@GMAIL.COM  
785.341.9747

**APPROVED**

*[Signature]*  
CITY ENGINEER DATE

APPROVED FOR ONE YEAR FROM THIS DATE

*[Signature]*  
SA ENGINEERING

SAMUEL D. MAJLONOWSKY  
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION
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COVER SHEET

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

SHEET 1 OF 6

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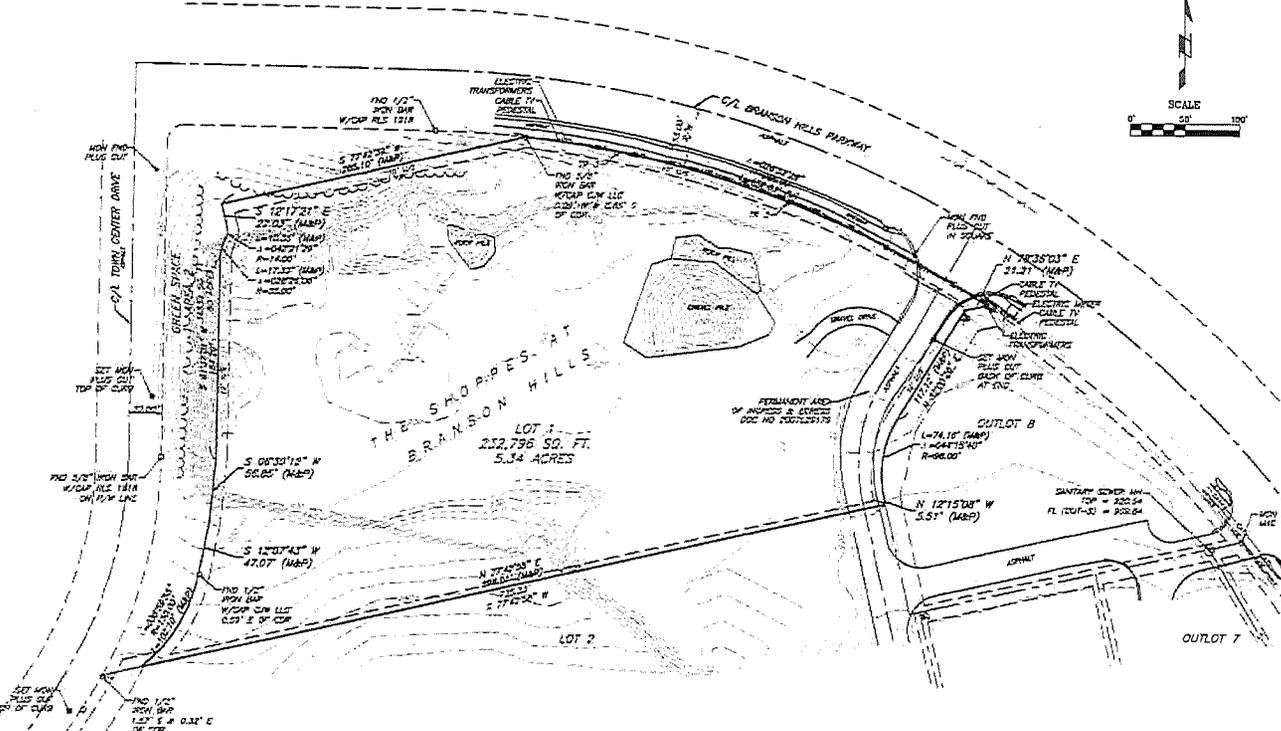
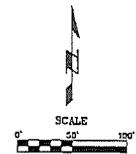
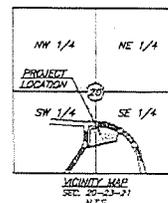
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ALTA/NSPS LAND TITLE SURVEY  
SECTION 20, TOWNSHIP 23 NORTH, RANGE 21 WEST  
CITY OF BRANSON, TANEY COUNTY, MISSOURI



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	306915.89	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	232.45	PLUS CUT TOP OF CURB
25	306256.44	1424977.51	222.91	MEC HALL

**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 Olore Scenic Drive off of Branson Hills Parkway.  
ELEV. = 223.82

**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 location of underground utilities, however, bearing in mind the exact location of underground utilities cannot be accurately determined, and reliability depicted. In addition, in some jurisdictions, 611 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 affects 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.

- LEGEND**
- BOUNDARY
  - MOVEMENT FOUND AS NOTED
  - SET MOVEMENT AS NOTED
  - FOUND 1/2" BUSH BAR AT CORNER UNLESS OTHERWISE NOTED
  - (P) — PLATTED DISTANCE
  - (M) — MEASURED DISTANCE
  - (U) — UNPLATTED DISTANCE
  - RIGHT OF WAY
  - GEODETIC PILE
  - △ — PNE HYDRAV
  - E — BRICK VENT
  - SANDY PILE
  - SANDY 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 set forth 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 Choice Business Trust, Tom's Inc. Inc., 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. 200702179.
- 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 Permit 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.
  11. Easement granted to The Empire District Electric Company recorded May 16, 1900 in Book 224 Page 205. Does not affect subject property.
  12. Right-of-way granted to The Empire District Electric Company recorded February 21, 1996 in Book 337 Page 6031. Does not affect subject property.
  13. Easement granted to GTE Midwest Incorporated recorded July 11, 1995 in Book 332 Page 6019. Does not affect subject property.
  14. Assignment and assumption of General Covenants, Limiting Use of Plat of any agreement recorded September 16, 2002 in Book 403 Page 7201. Shown to determine the location of any easements.
  15. 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.
  16. Easement with Covenants and Restrictions recorded November 22, 2006 in Book 263 Page 7201, and First Amendment recorded May 11, 2007 in Document No. 200702179, 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 covenant or restriction is permitted in applicable law. Affects subject property and is shown hereon.
  17. Easement for Public Sewer Mains granted to the City of Branson, Missouri recorded June 16, 2010 in Document No. 201002055. Does not affect subject property.
  18. Easement granted to The Empire District Electric Company, recorded November 22, 2006 in Document No. 20121610. 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, 2018 at 8:00 AM provided 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 the Missouri Insurance Rate Map (MIRM) 2013(2012)010, 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.

INSURANCE: Family National Title Insurance Company

LOCATION: S 18 349 - Ozark Scenic Drive DRAWINGS 18-349 ALTA-TOPO Dwg

**J & J SURVEY LLC**  
1001 ASHLAND RD #1405  
COLUMBIA, MISSOURI 65214  
TEL: 417-875-1111  
FAX: 417-875-1111

DATE: 06/27/19

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 and made in the USA.
2. **Directional Drilling/Setting:** Tracer wire shall be #12 AWG Copper Clad Steel, uncoated 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 #20 AWG Copper Clad Steel, uncoated 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 downy lockable connector, "Overhead Stake/No Locking Connector" or approved equal. Mainline pipes to service line connector shall be specifically manufactured for use in underground tracer wire installation, shall be durable when filled 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. Connections required must be made in accordance with the specifications.

**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:** 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 from 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 2,270 linear feet, and without unacceptable signal caused by multiple 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. Multiple tracer wires 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 mainline to lateral box connector, installed without cutting/peeling 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

**11. 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	REVISION	REVISIONS
11	11	11	
12	12	12	
13	13	13	

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

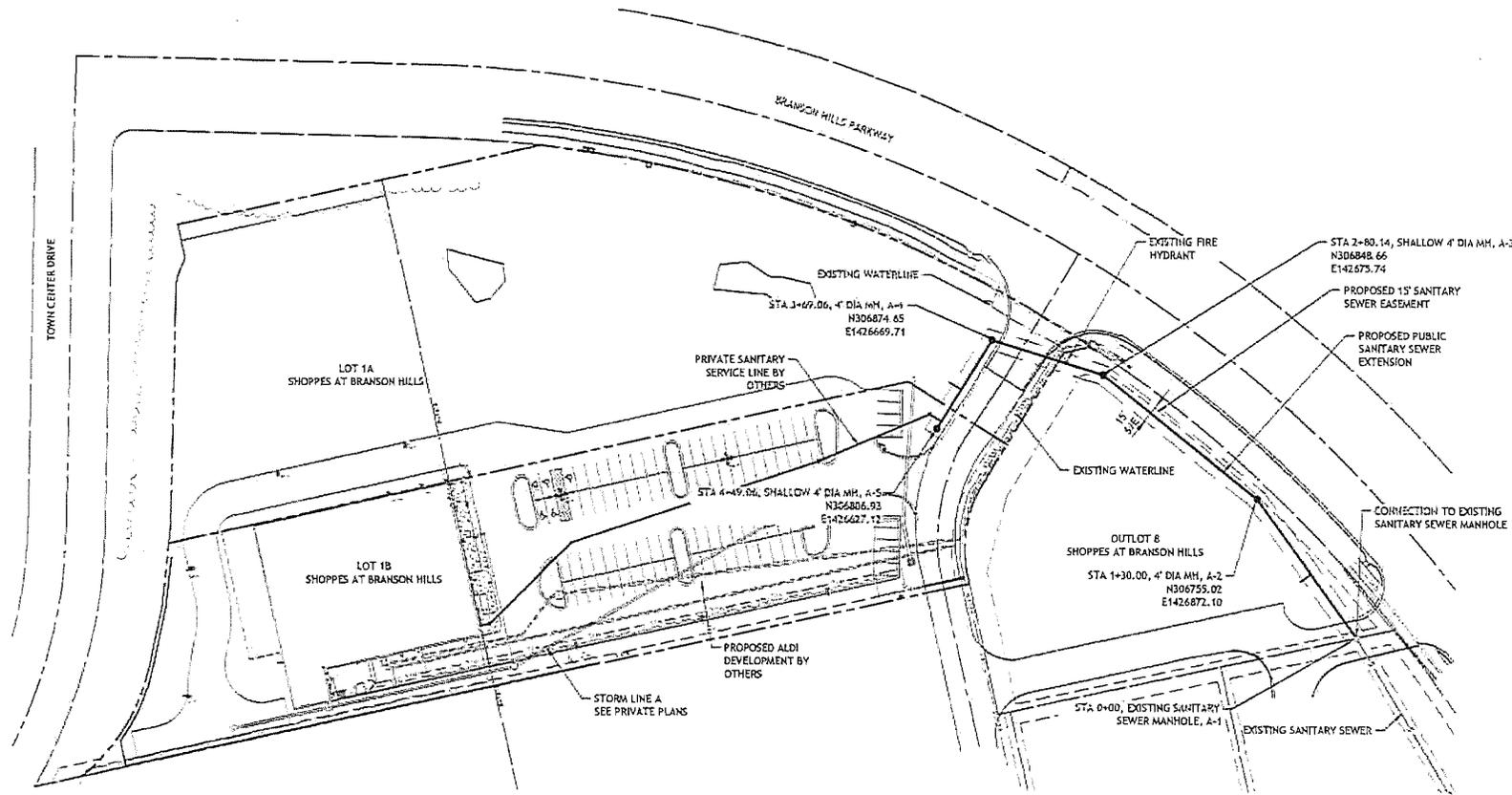
GENERAL NOTES



Branson, Missouri  
 111 N. Main Street, P.O. Box 112  
 Branson, MO 64604  
 Tel: 417-739-2336  
 Fax: 417-739-2337

Drawn by	JCS
Checked by	JCS
Project No.	111111
Date	11/11/20

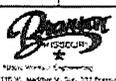
SHEET  
3 OF 6



REGIONAL ASSOCIATOR	
DATE	
TIME	
DATE	
TIME	

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

SITE PLAN



Branson Engineering & Construction, Inc.  
1715 W. Highway 60, Suite 3122, Branson, MO 64604  
PHONE: 417-237-8100  
FAX: 417-237-8101

DATE: 10/17/20  
PROJECT NO: 10000  
SHEET: 3.1 OF 6



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

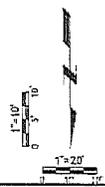
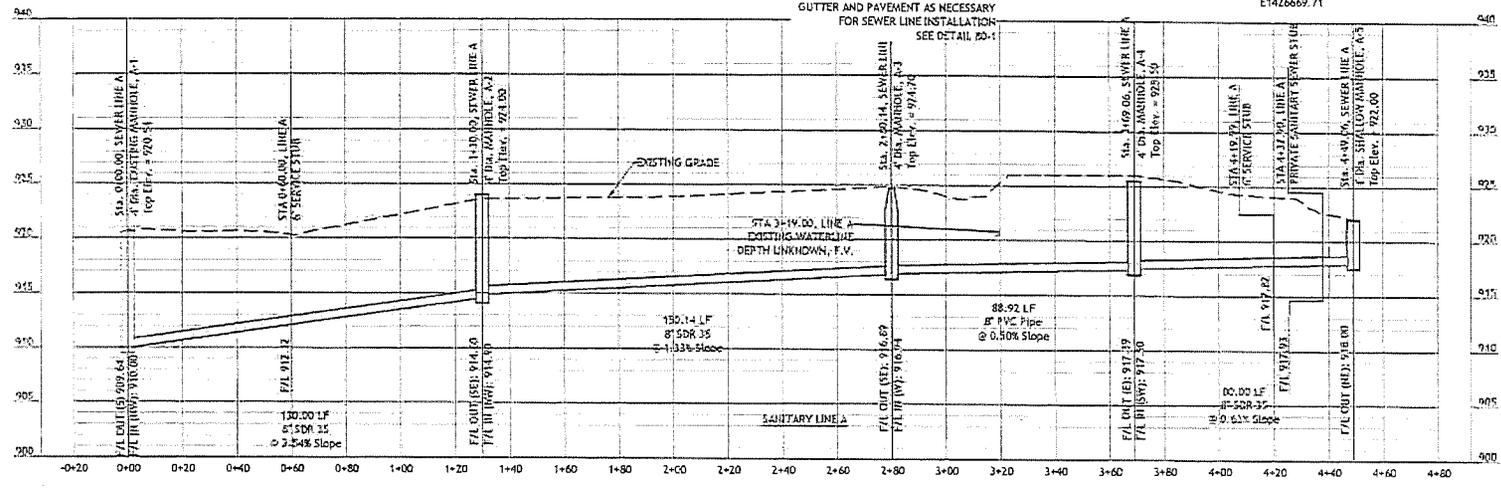
STA 2+80.14, SHALLOW 4" DIA MH, A-3  
N306848.66  
E142675.74

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



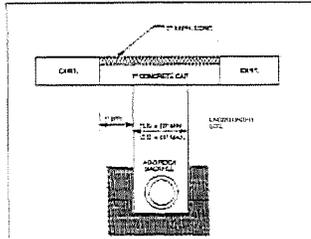
DATE	DESCRIPTION

PUBLIC SANITARY SEWER PLANS  
LOTS 14, 6, 18, OUTLOT B  
SLOTTED AT BRANFORD HILLS  
SANITARY LINE A  
PLAN AND PROFILE

**James R. ...**  
Professional Engineer  
110 W. Main St., 2nd Fl.,  
Branford, CT 06405  
Tel: 860-331-8500  
Fax: 860-331-8500

Scale: 1" = 10'  
1" = 20'

Sheet: 5 OF 6

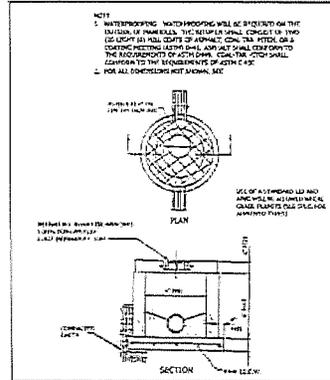


NOTE  
THIS IS AN ENLARGED SECTION OF ACTUAL TRENCH WHICH SHALL BE SET AS SHOWN TO THE TRENCHING CONTRACTOR'S COMPLETION

 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64616	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STREET PATCH DETAIL	STANDARD DRAWING 31-3

City of Branson  
November 2014

Section 310 Drawing

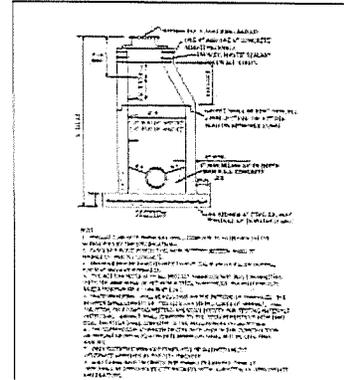


NOTE  
1. WATERPROOFING: WATERPROOFING WILL BE SPECIFIED ON THE BASIS OF SOIL ANALYSIS. THE BELIEVED SOIL COMPOSED OF 10% (BY WEIGHT) OF SAND, 40% (BY WEIGHT) OF SILT, AND 50% (BY WEIGHT) OF CLAY. THE RECOMMENDATIONS OF A REGISTERED PROFESSIONAL ENGINEER SHALL BE REFERENCED TO THE REQUIREMENTS OF THIS SPECIFICATION.  
2. FOR ALL CONCRETE NOT SHOWN, SEE

 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64616	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STANDARD SHALLOW MANHOLE DETAIL	STANDARD DRAWING 31-3

City of Branson  
November 2014

Section 310 Drawing

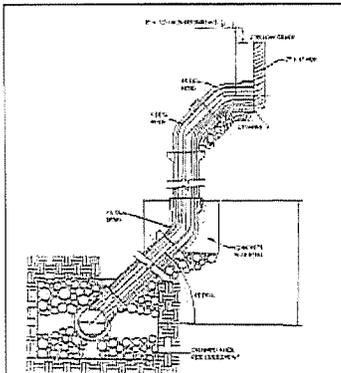


NOTE  
1. WATERPROOFING: WATERPROOFING WILL BE SPECIFIED ON THE BASIS OF SOIL ANALYSIS. THE BELIEVED SOIL COMPOSED OF 10% (BY WEIGHT) OF SAND, 40% (BY WEIGHT) OF SILT, AND 50% (BY WEIGHT) OF CLAY. THE RECOMMENDATIONS OF A REGISTERED PROFESSIONAL ENGINEER SHALL BE REFERENCED TO THE REQUIREMENTS OF THIS SPECIFICATION.  
2. FOR ALL CONCRETE NOT SHOWN, SEE

 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64616	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STANDARD SHALLOW MANHOLE DETAIL	STANDARD DRAWING 31-3

City of Branson  
November 2014

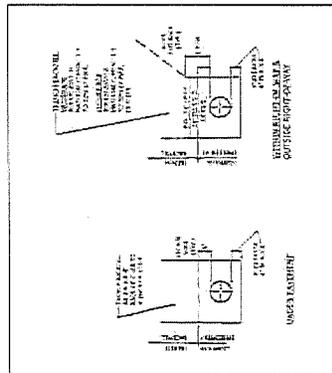
Section 310 Drawing



 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64616	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	STANDARD DEEP TRENCH SERVICE RISER (IN HOOD)	STANDARD DRAWING 31-5

City of Branson  
November 2014

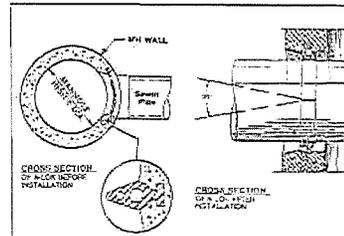
Section 310 Drawing



 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64616	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	MANHOLE AND MANHOLE CONNECTION TO UNDERGROUND PIPE	STANDARD DRAWING 31-4

City of Branson  
November 2014

Section 310 Drawing



NOTE  
THIS DRAWING IS A GENERAL GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND CONNECTION OF THE MAIN TO THE MANHOLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND CONNECTION OF THE MAIN TO THE MANHOLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND CONNECTION OF THE MAIN TO THE MANHOLE.

 CITY OF BRANSON	ENGINEERING DEPARTMENT COMMERCIAL BRANSON, BRANSON, MO 64616	APPROVED <i>[Signature]</i> CITY ENGINEER DATE
	MAINLINE CONNECTION TO MANHOLE	STANDARD DRAWING 31-4

City of Branson  
November 2014

Section 310 Drawing



PUBLIC SANITARY SEWER PLANS LOTS 1A, B, 1B, OUTLOT B SHOPPALS AT BRANSON HILLS	DETAILS
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Public Works Engineering  
 1101 W. Main Street, 1st Floor  
 Branson, MO 64616  
 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.**

---

**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  
Date  
Karen Best  
Mayor

Name: John R. LaPayne  
(Printed Name)

Title: Vice President

ATTEST:  
[Signature] 11/27/18  
Date  
Lisa K Westfall  
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.**

---

**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

Company Name: Central Power Systems

Address: 3100 E. Kearney

Springfield MO 65803

Phone: 417-865-0505

E-Mail: Cody.Jenkins@CPower.com

Tax ID: 22940502

ATTEST:  
Lisa K Westfall 11/8/19  
Lisa K Westfall City Clerk Date



APPROVED AS TO FORM:  
Christopher W. Lebeck # 51831 11/9/18  
Christopher W. Lebeck Assistant City Attorney Date

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 3<sup>rd</sup> 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**

Specialty Air Conditioning Services, Inc.

**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.

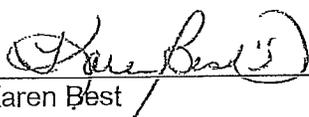
25. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522  
Fax: 417-335-4354 – Attn: Contract Management

**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.

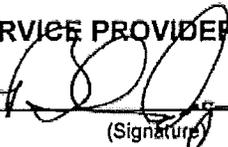
4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business 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

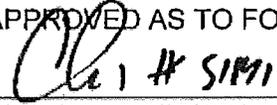
Company Name: Bill's Electric, Inc.

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.

Page 3 of 10

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

Bill's Electric, Inc.

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.

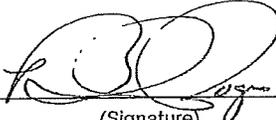
24. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste. 205  
Branson, MO 65616  
417-337-8522

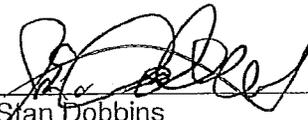
Fax: 417-335-4354 – Attn: Contract Management

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:  12/4/18  
(Signature) Date

 12/20/18  
Stan Dobbins Date  
City Administrator

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:  
 11/20/18  
Chris Lebeck #51831 Date  
Associate City Attorney

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

BILL NO. 5874

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

**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

ATTEST:

\_\_\_\_\_  
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

ATTEST:

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: \_\_\_\_\_

\_\_\_\_\_  
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:**

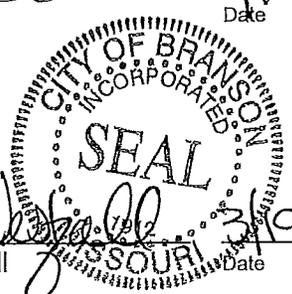
**CITY OF BRANSON, MISSOURI**

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

ATTEST:  
*Lisa K Westfall* 2/19/2020  
Lisa K Westfall Date  
City Clerk



Title: \_\_\_\_\_

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:

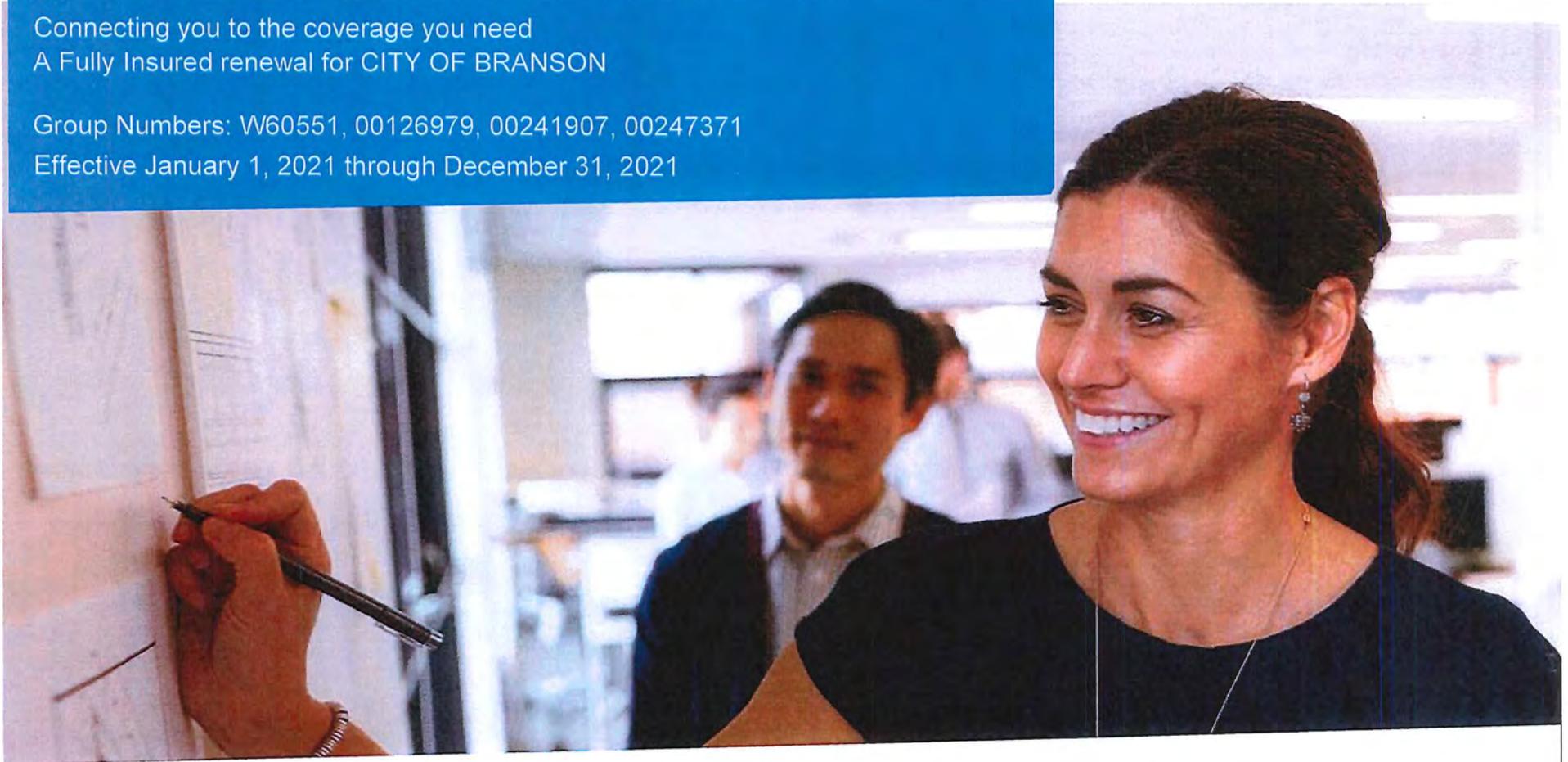
\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*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](mailto: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 Bry, 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: Alvin L. Boy

Print Name: E. Edd Akers

Print Name: Alvin 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
<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>	\$75 copay per visit	40% coinsurance after deductible is met
<p><b>Emergency Room Facility Services</b>  <i>Copay waived if admitted.</i></p> <p><b>Emergency Room Doctor and Other Services</b></p>	\$300 copay per visit	Covered as In-Network
<p><b><u>Ambulance</u></b></p>	20% coinsurance after deductible is met	Covered as In-Network
<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</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>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>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>

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> Office <i>Coverage is limited to 20 visits per benefit period.</i>  Outpatient Hospital <i>Coverage is limited to 20 visits per benefit period.</i>	\$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            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) <i>[Handwritten Signature]</i>	Date <i>8/28/2020</i>

APPROVED AS TO FORM:

*[Handwritten Signature]* #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.

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**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
Office  Freestanding Radiology Center  Outpatient Hospital	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% 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 deductible does not apply	40% coinsurance after deductible is met
<b>Emergency Room Facility Services</b> <i>Copay waived if admitted.</i>  <b>Emergency Room Doctor and Other Services</b>	\$300 copay per visit deductible does not apply  No charge	Covered as In-Network  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>  <b>Facility visit:</b> Facility Fees  Doctor Services	\$30 copay per visit deductible does not apply  20% coinsurance after deductible is met  20% coinsurance after deductible is met	40% coinsurance after deductible is met  40% 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
<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.
- 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.

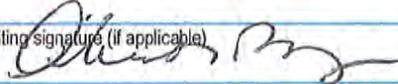
*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence 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

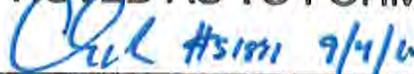
Your Network: Blue Preferred

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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:

 #51511 9/4/20

City Attorney

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MO/LG/City of Branson-Anthem Blue Preferred Select PPO/446N/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)

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**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:

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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.

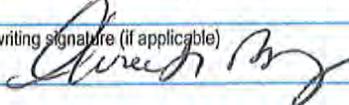
*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence 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

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:

 #51871 9/4/20

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 HSA/3YNF/01-01-2021

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### 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:

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**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 ਦੁਭਾਸ਼ੀਏ 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.

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# 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."

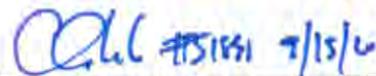
Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

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:



\_\_\_\_\_  
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&DisLJW\_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**

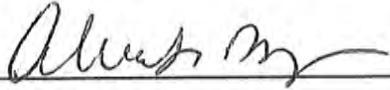
Current Rate (\$1,000)	Renewal Rate (\$1,000)
0.02	0.02

**Supplemental Life**

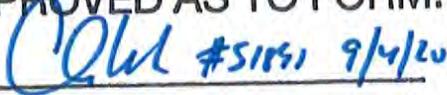
AgeBands	Sex	Current Rate (\$1,000)	Renewal Rate (\$1,000)
0 - 24	N	0.05	0.05
25 - 29	N	0.05	0.05
30 - 34	N	0.05	0.05
35 - 39	N	0.07	0.07
40 - 44	N	0.11	0.11
45 - 49	N	0.17	0.17
50 - 54	N	0.27	0.27
55 - 59	N	0.44	0.44
60 - 64	N	0.64	0.64
65 - 69	N	1.11	1.11
70 - 74	N	2.46	2.46
75 - 120	N	3.99	3.99

*These Renewal rates are based on your client benefits. Please refer to your certificate for more detailed information.*

\_\_\_\_\_  
 City of Branson Date

 8/28/2020

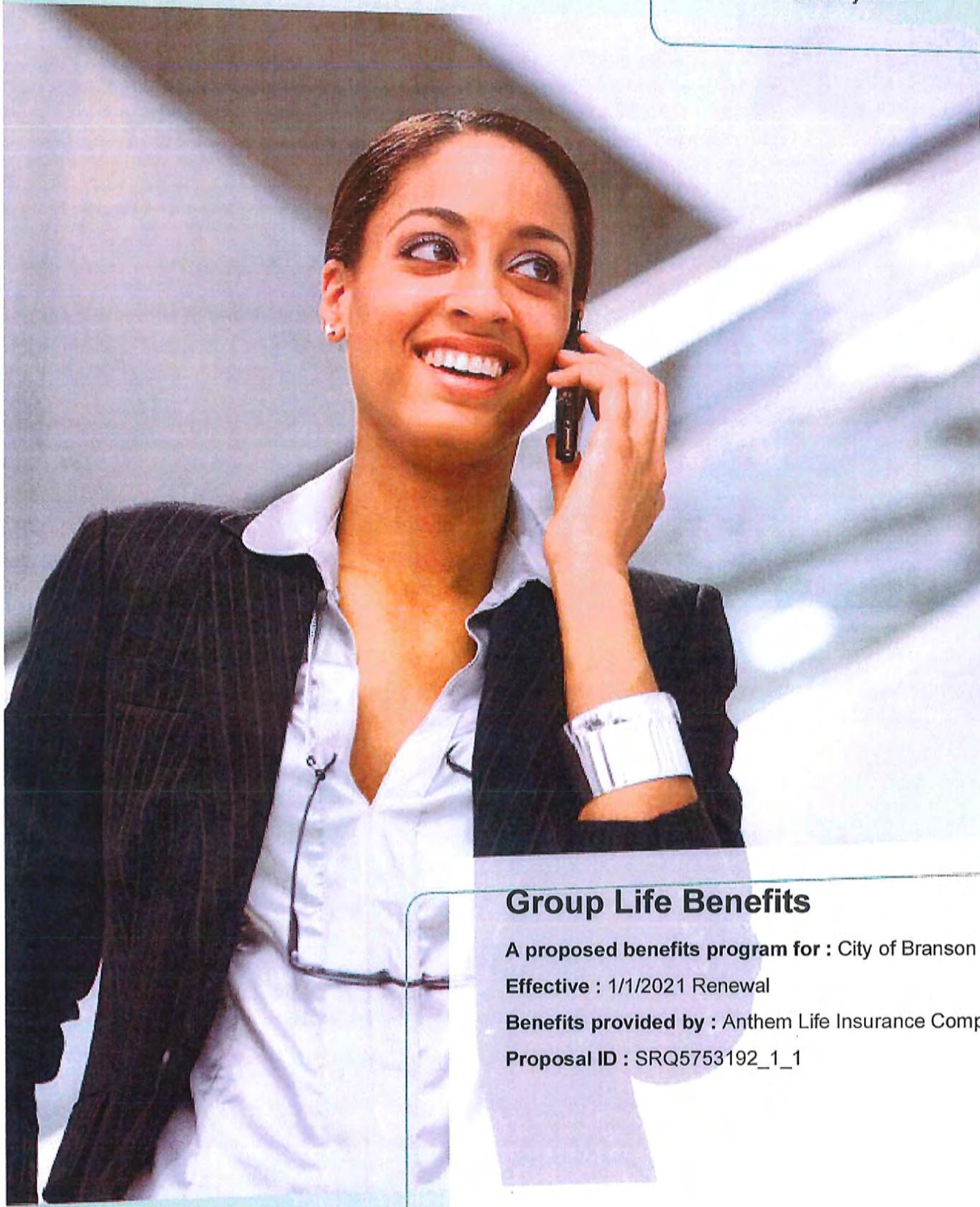
Alvina Broz, Account Manager Date

**APPROVED AS TO FORM:**  
  
 \_\_\_\_\_  
 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.**

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**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.**

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**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:

*CEL #51831 9/15/20*

\_\_\_\_\_  
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****SINGLE**

PREMIUM	\$36.08
CITY SHARE	\$36.08
EMPLOYEE SHARE	\$0.00

**EMPLOYEE/SPOUSE**

PREMIUM	\$72.15
CITY SHARE	\$36.08
EMPLOYEE SHARE	\$36.07

**EMPLOYEE/CHILD(REN)**

PREMIUM	\$79.83
CITY SHARE	\$36.08
EMPLOYEE SHARE	\$43.75

**EMPLOYEE/FAMILY**

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