



City of West Plains
1910 Holiday Lane
West Plains, Mo.
417.256.7176

August 12, 2026

To: Sam Anselm, City Administrator
Kellie Mayers, City Clerk

From: Michael McMahon, Project Coordinator

Re: FEMA Map Revision – Toth Work Authorization

Executive Summary

The purpose of this council action is to approve the work authorization provided by Toth and Associates to perform engineering services on behalf of the City of West Plains with the FEMA and its contractor (WSP) to include the recently constructed stormwater detention basins into the official storm model and update the Flood Insurance Rate Map (FIRM) accordingly.

Discussion

The State Emergency Management Association (SEMA) and the Federal Emergency Management Association (FEMA) are currently in the process of updating the floodplain map in our region. During this revision process the city completed the construction of two stormwater regional detention basins and would like to include these within the updated model. City staff have worked with SEMA and FEMA since early 2025 to revise the proposed map to include the hydrological impact of the stormwater detention basins. Efforts to this point have been unsuccessful and the new map is currently in the official public comment period, which ends Oct. 13.

The revised map indicates a significant change in the city's commercial corridor, which will impact future building and development. Requirements for floodplain development are outlined in city code and are necessary for the city's participation in the National Flood Insurance Program (NFIP). In discussions with Toth, we believe new models that include the updated hydrology will benefit residents and businesses now and in the future.

The new floodplain map is expected to be adopted by FEMA in 2027. The last revision (and current official map) was adopted in 2021.

Fiscal Impact

The work authorization is a not to exceed contract in the amount of \$35,000 and would cover various tasks to see this project to completion, including modeling. This amount includes all possible engineering, some of which may be covered by SEMA, depending on opinions of WSP and SEMA engineers. Budget savings in other categories of the Planning department budget will be transferred to support this contract.

BILL 2026-17

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WEST PLAINS, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR OR MAYOR TO EXECUTE A WORK AUTHORIZATION BETWEEN THE CITY OF WEST PLAINS, MISSOURI, AND TOTH AND ASSOCIATES TO PERFORM ENGINEERING SERVICES ON BEHALF OF THE CITY OF WEST PLAINS WITH FEMA AND ITS CONTRACTOR (WSP) TO INCLUDE THE RECENTLY CONSTRUCTED STORMWATER DETENTION BASINS INTO THE OFFICIAL STORM MODEL AND UPDATE THE FLOOD INSURANCE RATE MAP (FIRM) ACCORDINGLY.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI AS FOLLOWS:

Section 1. The city council authorizes the city administrator or mayor to execute a work authorization between the City of West Plains, Missouri, and Toth and Associates for engineering services on behalf of the City of West Plains with FEMA and its contractor (WSP) to include the recently constructed stormwater detention basins into the official storm model and update the Flood Insurance Rate Map (FIRM) accordingly attached herein as Exhibit A.

Section 2. This resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY OF WEST PLAINS, MISSOURI

MAYOR MICHAEL TOPLIFF

ATTEST:

CITY CLERK KELLIE MAYERS

WORK AUTHORIZATION AGREEMENT

Toth and Associates, Inc. (hereinafter called the CONSULTANT), is pleased to provide the services described below. The purpose of this sheet is to obtain your authorization for the work requested and confirm the terms under which these services are provided and the conditions of agreement.

Compensation for services will be as indicated below. If the CONSULTANT is required to modify the scope of work at the CLIENT's request or it is determined during the execution of the work that a modification of scope is required, the CONSULTANT will promptly seek a mutually agreeable revision of the scope of work and associated fees or estimate.

Please note that the "Standard Provisions of Agreement" attached to this Work Authorization Agreement shall be incorporated as part of the agreement.

Project Information:

PROJECT NAME: FEMA Map Revisions

PROJECT LOCATION: West Plains, MO DATE: 08.07.2026

Client Information:

CLIENT: City of West Plains, Missouri

ADDRESS: 1910 Holiday Lane, West Plains, Missouri 65775

PHONE NUMBER: 417.256.7176 ATTN: Samuel L. Anselm, City Administrator

Work Authorized By:

By signing below, CLIENT affirms that the CLIENT has read and understood the Standard Provisions of Agreement that appear on the next page.

CLIENT NAME AND TITLE (PRINT): _____

SIGNATURE: _____ DATE: _____

CONSULTANT NAME AND TITLE (PRINT): Shawn Barry, Vice President

SIGNATURE:  _____ DATE: 08/06/2026

SCOPE OF WORK

Project Understanding:

Our understanding is that the project generally consists of assisting the City of West Plains (CLIENT) in appealing the preliminary FEMA Floodplain as documented in the preliminary FIRM to include two regional stormwater detention basins that the City constructed on the North Fork of Howell Creek and on Galloway Creek in 2024. The following Tasks further describe the scope of work to be provided by the CONSULTANT for this project.

TASK 1 – Project Management/Mapping Coordination

The CONSULTANT will coordinate with the Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and those agencies' consultants as necessary to incorporate the physical and hydraulic characteristics of the two regional stormwater detention basins in the underlying hydraulic model to provide technical data to support the City's appeal of the preliminary Flood Insurance Rate Map (FIRM). Coordination will occur to procure the hydraulic model from the appropriate agency or consultant as necessary. The CONSULTANT will attend meetings with the City and appropriate regulatory agencies as required for the purpose of this project.

TASK 2 – As-Built Survey

The CONSULTANT will prepare an as-built survey of the two regional stormwater detention basins on the North Fork of Howell Creek and on Galloway Creek. The as-built surveys will collect topographic information of each site to model the ground surface as constructed of the two detention basins digitally. Topographic data will be collected on earthen berms, the concrete spillways, invert elevations of piping through the berm (if applicable), and primary flow channels of the creeks immediately upstream and downstream of the detention structures.

TASK 3 – Hydraulic Model Update

The CONSULTANT will update the hydraulic model received from FEMA/SEMA to incorporate the as-built survey ground data collected for the two regional stormwater detention basins that were constructed on the North Fork of Howell Creek and on Galloway Creek. In the event that FEMA, SEMA, or their consultants update the underlying hydraulic model, the CONSULTANT will coordinate with the necessary agencies and/or consultants to transmit as-built survey data and hydraulic conditions relating to the character and function of the two regional stormwater detention basins that were constructed on the North Fork of Howell Creek and on Galloway Creek. CONSULTANT will review calculations, reports, mapping, and correspondence pertaining to the output results from the agencies' or their consultant's updates to the hydraulic model on behalf of the CLIENT.

TASK 4 – FEMA Appeal Submittal

The CONSULTANT will prepare an appeal to FEMA/SEMA in response to the preliminary FIRM containing technical data and calculations to support the City's request for FEMA to reevaluate the preliminary floodway delineation and special flood hazard areas in locations affected by the hydraulic conditions responsive to the two regional stormwater detention basins constructed on the North Fork of Howell Creek and on Galloway Creek. The CONSULTANT will assist the City in submitting the appeal in accordance with the requirements of the appropriate regulatory agencies.

TASK 5 – FIRM Review

The CONSULTANT will review calculations, reports, mapping, and correspondence pertaining to revisions to floodway delineation and FIRM documents produced by FEMA in response to the City's appeal of the preliminary FIRM.

CONSULTANT FEES

1. The total compensation for the above Scope of Work for TASKS 1 through 5 will be billed on an hourly basis as outlined below. Total compensation is estimated to be \$35,000 based on the following estimated distribution of fees:

TASK 1: Project Management/Mapping Coordination	\$7,500
TASK 2: As-Built Survey	\$5,000
TASK 3: Hydraulic Model Update	\$10,000
TASK 4: FEMA Appeal Submittal	\$7,500
<u>TASK 5: FIRM Review</u>	<u>\$5,000</u>
TOTAL:	\$35,000

2. CLIENT shall compensate CONSULTANT for services rendered as set forth in this agreement by a Standard Hourly Rates Method of Payment. Compensation due to the CONSULTANT by the CLIENT shall be calculated as the amount equal to the cumulative hours charged to the Project by CONSULTANT'S personnel multiplied by the CONSULTANT'S Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus CONSULTANT'S Subcontractors' and Subconsultants' charges, if any.
3. The CONSULTANT may alter distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but compensation shall not exceed the total estimated compensation amount unless approved in writing by the CLIENT.
4. CONSULTANT'S estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the AGREEMENT.
5. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that the total compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of CONSULTANT'S services for CLIENT'S convenience. Upon notice, CLIENT and CONSULTANT will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate CONSULTANT'S services for CLIENT'S convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the CONSULTANT'S services during the negotiations and CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, then CONSULTANT will be paid for all services rendered hereunder.
6. The Standard Hourly Rates charged by the CONSULTANT constitute full and complete compensation for CONSULTANT'S services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or CONSULTANT'S Subcontractors' and Subconsultants' charges.
7. Additional services can be completed as requested by the CLIENT. Additional services will be charged at or billed at a mutually agreed upon fee to be determined based on the scope of the additional work.
8. CONSULTANT'S Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Agreement as *Unit Fee Schedule*.
9. CONSULTANT'S Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of the Effective Date) to reflect equitable changes in compensation payable to CONSULTANT.

EXCLUDED SERVICES

The following items are excluded from the scope of services provided above:

1. Floodplain Development Permit
2. Elevation Certificate
3. Environmental Assessments or Studies
4. Replatting or Rezoning of the Property
5. Subdividing and Replatting of Property
6. Preparation of Easement and Right of Way Documents
7. Easement Acquisition
8. Boundary Surveys
9. Sinkhole Analysis
10. Geotechnical Investigations

STANDARD PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Consultant.
2. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
3. Consultant is not responsible for delay caused by activities or factors beyond Consultant's control.
4. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall only act as an advisor in all governmental relations.
5. If the Scope of Work includes services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items:
(1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.
6. All original papers, documents, drawings, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant.
7. All services provided pursuant to this agreement may be used by Client only for the project described on the face hereof.
8. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only.
9. Consultant does not warrant its work except that it was performed pursuant to generally accepted standards of practice in effect at the time of performance. However, Consultant shall perform its duties hereunder on a best professional efforts basis, consistent with generally accepted industry standards or, in the absence of generally accepted industry standards, consistent with the state of the art within the industry; but Consultant's liability in the event of defect, error, omission, or failure (collectively called "defect") in any of Consultant's work under this Agreement shall be limited to defects arising out of its sole negligence and further limited to the correction of defects in work originally undertaken by Consultant, by Consultant re-performing the defective portion of the work without additional cost to Client, provided Consultant is notified by Client in writing of such defect within ninety (90) days after completion of Consultant's work under each separately assigned project undertaken pursuant to this Agreement and any amendments thereto, and such notice specifically includes a request for re-performance. However, Consultant shall not be liable for any other cost, including but not limited to, replacement materials, equipment or labor incurred by Client in connection with the correction of any such defect. The Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall be limited to the amount of Compensation as identified in the Agreement.
10. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
11. In the event that changes are made in the plans and specifications by Client or by any person other than Consultant, which changes affect Consultant's work, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. **CLIENT AGREES TO INDEMNIFY CONSULTANT AGAINST ANY AND ALL LIABILITY, LOSS, COSTS, DAMAGES, FEES OF ATTORNEYS, AND OTHER EXPENSES WHICH CONSULTANT MAY SUSTAIN OR INCUR AS A RESULT OF SUCH UNCONSENTED CHANGES.**
12. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, **CLIENT WILL DEFEND, INDEMNIFY, AND HOLD CONSULTANT HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM OR RESULTING FROM THE PERFORMANCE OF CONSTRUCTION REVIEW BY OTHER PERSONS.**
13. **CLIENT AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CLIENT FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD CONSULTANT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF CONSULTANT AS LIMITED ABOVE.**
14. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement. In the event Client disputes any invoice item, Client shall give Consultant verbal notice followed by written confirmation of such disputed item within twenty (20) days after receipt of invoice, and shall apply for payment to Consultant the undisputed portion of the invoice according to the provisions hereof. If no written confirmation is received, the entire invoice amount is due and payable.
15. Client agrees to pay a late payment charge of 1-1/2% per month applied to any unpaid balance commencing thirty (30) days after the date of the original billing. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
16. Client agrees that if Client requests incidental or additional services not specified, Client agrees to pay for all such services as extra work. Any revisions to the project details, scope, or concept following Client or governmental agency acceptance may result in additional work for the Consultant. Client agrees to pay for such additional services.
17. Client shall pay the costs of governmental fees and third party charges such as soils engineering fees, material testing fees, blueprints and reproductions, and all other charges to Consultant on this project not specifically covered by the terms of this agreement.
18. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
19. This agreement shall be governed by, construed and enforced in all respects by the laws of the State of Missouri. Exclusive jurisdiction and venue for any action or proceeding arising out of this Agreement shall lie exclusively in the Circuit Courts of Greene County, Missouri to which the Client irrevocably submits and which venue the Client waives to the fullest extent permitted by law, including any defense asserting an inconvenient forum in connection therewith.
20. The obligation to provide further services under this Agreement may be terminated by either party upon five days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
21. Notwithstanding anything in this Agreement to the contrary, it is agreed that Consultant shall not be liable in any event for any special or consequential damages suffered by Client and arising out of the engineering, design, construction, management or operation of any project. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of profit, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort, warranty or strict liability.
22. As additional security to Consultant, and as additional consideration for services rendered by Consultant, the person authorizing this Agreement for the Client agrees to personally and faithfully guaranty payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The person authorizing this Agreement for the Client waives notice of acceptance of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.

Base Hourly Rates

The following "Base" hourly charges will be applicable for services provided:

Engineer Principal.....\$280	Engineer I..... \$140
Engineer VII.....\$255	Designer IV
Project Manager IV	Drafter V
Engineer VI.....\$230	Field Representative IV
Project Manager III	GIS II
Rate Analyst III	Survey Technician
Engineer V.....\$215	Designer III \$130
Construction Review II	Contract and Procurement I
Project Manager II	Drafter IV
ROW Administrator	Project Administrator I
Engineer IV.....\$195	Rate Analyst I
Designer VII	Designer II..... \$120
Construction Review I	Drafter III
Professional Land Surveyor	Field Representative III
Project Manager I	GIS I
Grants III	Grants I
ROW III	GIS Aide II \$105
Engineer III.....\$175	Staff Assistant II
Designer VI	Designer I..... \$95
Rate Analyst II	Drafter II
ROW II	Field Representative II
Engineer II.....\$160	GIS Aide
Designer V	Staff Assistant
Contract and Procurement II	Drafter I \$85
GIS III	Field Representative I
Project Administrator II	
Grants II	
ROW I	

Expenses

MILEAGE and LODGING* - will be charged at the allowable rate as established by the IRS.

MEALS* - current TA allowance to include three (3) meals: \$50.00

* Daily expenses may be billed at direct cost for lodging and meals.