

NOTICE OF MEETING



BOARD OF ALDERMEN

Regular Meeting – Tuesday, November 10, 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. For those that wish to attend the Board meeting in person, face coverings are required inside the council chambers and the occupant load of the council chambers and viewing area(s) will be limited. Additionally, oral communications to the Board, comments and discussion on agenda items may be limited by the presiding officer of the meeting.

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION:

- Ted Martin

ROLL CALL

AWARDS/RECOGNITIONS:

- **Employee of the Month:**
 - a) Fawn Rowe of the Public Works & Engineering Department to be presented by Alderman Jamie Whiteis.

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) October 22, 2020 Study Session
 - b) October 27, 2020 Regular Meeting
- 2) **Acknowledge Receipt of Minutes:**
 - a) Planning Commission Regular Meeting of October 6, 2020

- 3) **Final Reading of Bill No. 5900 adopting a Budget, a Capital Program, a Pay/Merit Plan and a Reserve Policy for the City of Branson, Missouri, for the Fiscal Year January 1, 2021 through December 31, 2021.**
- 4) **Final Reading of Bill No. 5901 amending the adopted 2020 Budget for the City of Branson, to adjust monies for various funds.**
- 5) **Final Reading of Bill No. 5902 calling an Election in the City of Branson, Missouri on the question of authorizing the City to issue bonds and imposing a Tourism Tax.**
- 6) **Final Reading of Bill No. 5904 approving an Intergovernmental Agreement with Branson/Lakes Area Tourism Community Enhancement District to license the ExploreBranson domain name and authorizing the Mayor to execute the contract.**
- 7) **Final Reading of Bill No. 5905 approving a contract renewal with Dazzee Integrations pertaining to Information Technology Managed Network and Security Services and authorizing the Mayor to execute the contract.**
- 8) **Final Reading of Bill No. 5906 appointing Thomas Motley as Municipal Court Judge and authorizing the Mayor to execute the contract.**
- 9) **Final Reading of Bill No. 5907 appointing members to fill certain vacancies on the City of Branson Tax Increment Financing Commission.**
- 10) **Final Reading of Bill No. 5908 approving the renewal of the contract with PepsiCo for vending services and merchandise resale and authorizing the Mayor to execute the contract.**
- 11) **Final Reading of Bill No. 5909 accepting the proposal of Site One Landscape Supply pertaining to the purchase of agriculture supplies and authorizing the Mayor to execute the contract.**
- 12) **Final Reading of Bill No. 5910 amending Chapter 6 of the Branson Municipal Code pertaining to alcohol by weight of malt liquor.**
- 13) **Final Reading of Bill No. 5911 amending Chapter 94 of the Branson Municipal Code pertaining to microbreweries.**
- 14) **Final Reading of Bill No. 5912 amending Chapter 94 of the Branson Municipal Code pertaining to special events.**
- 15) **Final Reading of Bill No. 5914 accepting the proposal of Empire Energy, LLC pertaining to motor vehicle fuel and authorizing the Mayor to execute the contract.**

REGULAR:

- 16) **Presentation on Third Quarter 2020 Financial Report.**
- 17) **First Reading of Bill No. 5915 approving the amendment to the Lease Agreement with Recreational Investment & Management Corp. pertaining to a reduction in base rent for Fiscal Year 2020 and authorizing the Mayor to execute the contract.**

- 18) **First Reading of Bill No. 5916 approving the renewal of the contract with Missouri American Water for water termination services and authorizing the Mayor to execute the contract.**
- 19) **First Reading of Bill No. 5917 approving the renewal of the contract with Missouri American Water Company for the purchase of water usage data and authorizing the Mayor to execute the contract.**
- 20) **First Reading of Bill No. 5918 approving the renewal of the contract with Utility Service Company, Inc. for ongoing maintenance and scheduled renovations of the City's Water Towers and authorizing the Mayor to execute the contract.**
- 21) **First Reading of Bill No. 5919 approving a Time Extension Amendment for an Intergovernmental Agreement between Taney County and the City of Branson regarding funding of the City's Planned 2020 Sewer System Improvement Projects and authorizing the Mayor to execute the amendment.**
- 22) **First Reading of Bill No. 5920 approving the Intergovernmental Cooperative Agreement between Taney County and the City of Branson pertaining to use of the Taney County Firearms Range and authorizing the Mayor to execute the contract.**
- 23) **First Reading of Bill No. 5921 approving the renewal of the contract with Radiophone Engineering, Inc. to provide communication services and repairs and authorizing the Mayor to execute the contract.**
- 24) **First Reading of Bill No. 5922 approving the renewal of the Memorandum of Understanding between the Alcohol and Drug Abuse Prevention Team (ADAPT), Branson Public Schools and Branson Police Department pertaining to alcohol compliance checks at businesses and authorizing the Mayor to execute the agreement.**
- 25) **First Reading of Bill No. 5923 approving the Reimbursement Agreement between the City of Branson and the Taney County Airport and authorizing the Mayor to execute the contract.**
- 26) **First Reading of Bill No. 5924 accepting the proposal of Unifirst Corporation pertaining to the rental of uniforms and shop towels for the City and authorizing the Mayor to execute the contract.**
- 27) **First Reading of Bill No. 5925 amending the adopted 2020 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson, Missouri Regional Airport TDD.**

DISBURSEMENTS:

- 28) **Disbursements.**

REPORTS

ADJOURN

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Lisa Westfall, City Clerk, 417-337-8522



STAFF REPORT

ITEM/SUBJECT: RECOGNIZING FAWN ROWE OF THE PUBLIC WORKS & ENGINEERING DEPARTMENT AS THE SERVICE AND EXCELLENCE EMPLOYEE OF THE MONTH FOR NOVEMBER, 2020.

INITIATED BY: EMPLOYEE OF THE MONTH COMMITTEE

DATE: NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

PRESENTATION BY ALDERMAN:

It is my privilege to present the City of Branson's "Service and Excellence" Employee of the Month award for November, 2020, to Public Works & Engineering Office Assistant, Fawn Rowe.

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

Fawn is receiving this award due to her outstanding diligence and determination in improving several digital processes in the Department that have significantly streamlined, organized, and helped the Department to be a good steward of the City's resources.

Specifically, Fawn led the Department's efforts in transitioning to CitizenServe, created and implemented an entire building maintenance work order database, and created several online report forms that have been extremely valuable for the City.

Fawn is a team player who is always looking for ways to help and ways to improve how things are done.

On behalf of the Mayor, Board of Aldermen, City Administrator, and City staff, it is my honor to present this plaque naming Fawn Rowe as the City of Branson's November, 2020, "Service and Excellence" Employee of the Month.

Congratulations and keep up the good work!

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: Good Governance (PBB)

ATTACHED EXHIBITS:

MINUTES

STUDY SESSION OF THE BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
October 22, 2020

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met for a study session in the Council Chambers of the Branson City Hall on October 22, 2020, at 12:45 p.m.

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

SPECIAL TDD AGENDA ITEMS

A Meeting of the Property Owners of the Branson Landing Transportation Development District.

A Meeting of the Board of Directors of the Branson Landing Transportation Development District.

Alderman Seay joined the meeting at 12:54 p.m.

AGENDA

Presentation on Tourism Tax Renewal.

Mayor Akers left the meeting at 1:11 p.m. and returned at 1:13 p.m.

Mayor's Report.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman King moved to adjourn, seconded by Alderman Skains. Voting aye: King, Whiteis, Simmons, Skains and Seay. Nays: none. Absent: Milton. Motion carried. Meeting adjourned at 1:52 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
October 27, 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 October 27, 2020, at 6:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance," the Preamble of the Missouri Constitution and Jamie Rouch gave the invocation.

ROLL CALL

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

PUBLIC COMMENT

Mayor Akers made a statement regarding decorum and asked anyone wishing to speak this evening to spend no more than five minutes speaking on a topic. Due to the large size of the agenda, he requested anyone speaking in agreement with a previous speaker, to simply say they agree with what that person said.

Doug Clark, 121 A Saint Andrews Street, Branson, Missouri, mentioned previously addressing the Board on some of the things he'll be speaking about, but wanted to bring a couple of things to the Board's attention he's learned in the last few days. He expressed concerns over the participation of the World Health Organization (WHO) in the structure of this country's internal health management. He reported the philosophy of the World Health Organization and its first Secretary General, Brock Chisholm, is to achieve world government. Mr. Chisholm has said that in order to achieve world government, it's necessary to remove from the minds of men their individualism, loyalty to family traditions, national patriotism and religious dogmas. He pointed out at this meeting everyone just got done praying and talking about the Constitution which contains a lot of religious dogmas these people don't like. He feels people have to examine the philosophy of all of the different United Nations Organizations and their ultimate goals, because they're not good. He explained Mr. Chisholm also said the reinterpretation and eventual ratification of the concept of right and wrong, and belated objectives are all merely psychotherapy. Mr. Chisholm was a psychiatrist and there's a whole slew of people like this running that organization. It's a behavior modification organization that's trying to change the way some things are managed to something else. Mr. Clark explained the WHO has had a very erratic methodology on this pandemic; at one time it's said there's no need for masks and recently flipped its position on the lockdowns. On July 13th it said there's no quantified virus isolates available which means it doesn't have an actual sample of the COVID-19 virus available to do anything; even calibrate the machines that do these tests. The tests are measuring something that's completely different. One test is a PCR test that takes a particle of DNA, heats it up and multiplies the particle, but does not identify a virus. There's a new 15-minute test being used to come up with all the numbers, but all it does is sample a protein. None of these tests can identify a specific virus, but what they do is pick up a flu, part of a flu from 10 years ago or will test positive if a person ever had measles or any kind of viral vaccine. He stated he's been looking at the draft-controlling mechanisms of how the WHO is going to distribute these vaccines. He said it's called a landscape of COVID-19 candidate vaccines and

explained the document says the WHO disclaims any and all liability, responsibility whatsoever for any death, disability, injury, suffering, loss, damaging prejudice product, including any of these landscape documents. Mr. Clark reported there are 100 different vaccines in the evaluation process right now and they will not protect anyone. There's no liability protection for anything that happens with this vaccine distribution system which he feels should scare everybody. On top of that, the WHO doesn't have a good record of managing these vaccines as there have been all kinds of problems with polio and tetanus vaccine distribution to Africa. It's done carnage on a multitude of African countries and these people cannot show their face back there, including Bill Gates. Mr. Clark mentioned finding a draft of the COVID-19 vaccination plan from the State of California and the State of Missouri. He asked if anyone on the Board has seen it, and asked them to take a look at it if they haven't because it has the mechanics for a forced vaccination program. He urged anyone who takes a vaccine to look at the vaccine inserts that come with any vaccine because they tell people about all of the contradictions and side effects. It also says it's not tested for mutations or genetic effects on fertility which people need to think about before deciding to take a vaccine.

Cherry Webster, 118 Country Bluff Drive, Branson, Missouri, commented she lives in the affordable housing development Country Bluff Estates and there are hundreds of houses in this subdivision. She explained people were able to afford the houses in this subdivision because they either work in the workforce or did for 20 to 30 years and are now retired. She's here tonight to talk about the low-income housing project at 3855 Fall Creek Road, specifically the annexation, Bill No. 5718 that was approved in May. She explained this bill approved the annexation from the County into the City for the parcel, bringing in with it the plan of intent that was in the County. She reported the only thing that got brought in other than the plan of intent was the zoning and there was another part of this plan that didn't get brought in. She said she'd like to read a paragraph from the September 11, 2006, Taney County Planning Commission public hearing, which was the second reading for the parcel. She explained at the time, it was owned by Dwight and Linda Sprague and was called Fountains at Fall Creek. She read it was to develop a mixed-use project containing commercial condominiums, duplexes and cabins for nightly rental and timeshare located at Fall Creek Road and Country Bluff Drive. Ms. Webster mentioned a comment was made by Mr. Sprague about a 50-foot buffer between the two developments. Mr. Ingram, the attorney representing Country Bluff at the time, asked if a 100-foot buffer could be left. Discussion followed and Mr. Sprague stated he is doubling what the County requires and doing 100 feet would be a problem for him. The code stated that the Commission can go up to 40 feet and Sarah Klinefelter, a Planning Commissioner that night, made a motion to approve the mixed-use development based upon the decision of record and the submitted plan with the addition of a 50-foot buffer between Country Bluff. She continued, the existing vegetative buffer will remain undisturbed and the property next to the lake will be a 30-foot buffer. Ms. Webster reported they had a second, a vote and it was approved. When she reads that, what she sees is a plan of intent that says there's supposed to be a 50-foot, undisturbed vegetative buffer. She recalled the morning after the annexation's first reading on February 11th, Mr. Ruda had a bulldozer and a backhoe out there and for the next 14 days before the second reading was scheduled, he knocked down all of the trees, up to a 30-foot buffer. She doesn't think he should be allowed to pick and choose which items on the plan of intent to bring into the City as part of the annexation process. She'd like to formally request the City modify the annexation, Bill No. 5782, to incorporate the 50-foot buffer. She reported Mr. Ruda has already destroyed 20 of the 50 feet and she feels he needs to make this buffer up somehow, perhaps in the first subdivision plan. She offered to provide the Board with a copy of the minutes and she thanked the Board for its time.

Wally Marshall, 14914 FM 3133, Anna, Texas, mentioned he's here tonight to thank the City of Branson, Chamber of Commerce, Mayor Akers and everybody involved with helping bring the Crappie Expo 2020 to the Branson Convention Center this week. He announced the Crappie Expo begins Friday at 10:00 a.m. and there are currently 230 anglers on Table Rock Lake fishing for crappie for \$200,000. Mr. Marshall explained this is to bring crappie fishing to a higher level as over 100 manufacturers are being brought to Branson. He wanted to design a show where the manufacturers get to meet the end user, the fishermen. He announced there will be some of Branson's finest entertainment such as Jerry Lee Lewis' son, Jason D. Williams, and the world's largest crappie fry. He asked the Board how much crappie they could eat for free and he invited everyone to attend. Mr. Marshall mentioned the event started last year, which was a dream of his four years ago, and was held in Hot Springs, Arkansas, and over 35,000 people attended in three days. For this event, he's spent over \$90,000 on marketing and there will be a giveaway of two boats, RV Cajun cookers, pellet grills and \$500 shopping sprees. Kids can get lures and he mentioned hiring Branson's

finest officers to help work the show and hand out lures during the day. He stated it's going to be a fun, family event and he invited everyone to come out and support the Crappie Expo and City of Branson. He encouraged everyone to visit crappieexpo.com for additional information about the event, entertainment and giveaways. He reiterated this was a dream of his four years ago as he's been in the crappie industry 33 years, worked for Bass Pro Shops for 14 years and designed products for Johnny Morris. He mentioned leaving there in 2010 and now he sells to the world. Branson is his starting place and coming back to Branson has brought back memories and the people at CVB and Branson Convention Center have made him feel at home. He announced the crappie eating begins Saturday at 11:00 a.m. until it runs out. In addition, there will be 14,000 hush puppies, 700 pounds of potatoes and about 14,000 filets. He welcomed everyone to attend and said everyone's been cooped up too long and it's time to party at the Crappie Expo.

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. A member of the audience requested Item 20 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. Alderman Simmons requested Item Numbers 11, 12, 14 and 15 be removed from the Consent Agenda and placed on the Regular Agenda. Alderman Milton requested Item Number 3 be removed from the Consent Agenda and placed on the Regular Agenda. 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) October 13, 2020 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Advisory Park Board meeting of September 15, 2020
- b) Human Resources Committee meeting of August 19, 2020

BILL NO. 5881

Ord. No. 2020-0125

Amending Appendix A of the Branson Municipal Code pertaining to Utilities Fee Schedule.

Final Reading of Bill No. 5881, an ordinance amending Appendix A of the Branson Municipal Code pertaining to Utilities Fee Schedule was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0125 was duly enacted.

BILL NO. 5882

Ord. No. 2020-0126

Approving the renewal of the contract with Affinity Chemical, LLC for the purchase of operational chemicals used in the City's Wastewater Treatment Process.

Final Reading of Bill No. 5882, an ordinance approving the renewal of the contract with Affinity Chemical, LLC for the purchase of operational chemicals used in the City's Wastewater Treatment Process and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0126 was duly enacted.

BILL NO. 5883
Ord. No. 2020-0127

Approving the renewal of the contract with Brenntag Mid-South, Inc. for the purchase of operational chemicals used in the City's Water and Wastewater Treatment Processes.

Final Reading of Bill No. 5883, an ordinance approving the renewal of the contract with Brenntag Mid-South, Inc. for the purchase of operational chemicals used in the City's Water and Wastewater Treatment Processes and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0127 was duly enacted.

BILL NO. 5884
Ord. No. 2020-0128

Approving the renewal of the contract with Hawkins, Inc. for the purchase of operational chemicals used in the City's Water and Wastewater Treatment Processes.

Final Reading of Bill No. 5884, an ordinance approving the renewal of the contract with Hawkins, Inc. for the purchase of operational chemicals used in the City's Water and Wastewater Treatment Processes and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0128 was duly enacted.

BILL NO. 5885
Ord. No. 2020-0129

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

Final Reading of Bill No. 5885, an ordinance approving a contract with CDW Government, LLC pertaining to the purchase of computer hardware and software and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0129 was duly enacted.

BILL NO. 5886
Ord. No. 2020-0130

Approving the Memorandum of Understanding with Branson School District pertaining to providing four School Resource Officers, one at each Branson School District Campus.

Final Reading of Bill No. 5886, an ordinance approving the Memorandum of Understanding with Branson School District pertaining to providing four School Resource Officers, one at each Branson School District Campus and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0130 was duly enacted.

BILL NO. 5887
Ord. No. 2020-0131

Approving the renewal of the contract with NRoute Enterprises LLC. to provide vehicle equipment installation and repair services.

Final Reading of Bill No. 5887, an ordinance approving the renewal of the contract with NRoute Enterprises LLC. to provide vehicle equipment installation and repair services and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0131 was duly enacted.

BILL NO. 5890
Ord. No. 2020-0134

Approving the first renewal of the services contract with Under the Wire, LLC pertaining to traffic signal maintenance services for the City.

Final Reading of Bill No. 5890, an ordinance approving the first renewal of the services contract with Under the Wire, LLC pertaining to traffic signal maintenance services for the City and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0134 was duly enacted.

BILL NO. 5893
Ord. No. 2020-0137

Approving the renewal of the contract with Taney County Health Department for Public Health Services.

First Reading of Bill No. 5893, an ordinance approving the renewal of the contract with Taney County Health Department for Public Health Services and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0137 was duly enacted.

BILL NO. 5894
Ord. No. 2020-0138

Approving the renewal of the contract with Capitol Solutions Consulting pertaining to Lobbying Services.

Final Reading of Bill No. 5894, an ordinance approving the renewal of the contract with Capitol Solutions Consulting pertaining to Lobbying Services 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. 2020-0138 was duly enacted.

BILL NO. 5895
Ord. No. 2020-0139

Approving the amendment to the contract with Taney County, MO pertaining to reimbursement for certain qualified expenses for the Taney County General Aviation Airport.

Final Reading of Bill No. 5895, an ordinance approving the amendment to the contract with Taney County, MO pertaining to reimbursement for certain qualified expenses for the Taney County General Aviation Airport and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0139 was duly enacted.

BILL NO. 5896
Ord. No. 2020-0140

Approving the Intergovernmental Agreement between Taney County and the City of Branson pertaining to reimbursement for certain qualified expenses from the Coronavirus Aid, Relief and Economic Security Act.

Final Reading of Bill No. 5896, an ordinance approving the Intergovernmental Agreement between Taney County and the City of Branson pertaining to reimbursement for certain qualified expenses from the Coronavirus Aid, Relief and Economic Security Act and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0140 was duly enacted.

BILL NO. 5898
Ord. No. 2020-0142

Approving the option agreement for the contract for sale of the property commonly known as the "Old High School" located at 300 S. 6th Street.

Final Reading of Bill No. 5898, an ordinance approving the option agreement for the contract for sale of the property commonly known as the "Old High School" located at 300 S. 6th Street and authorizing the Mayor to execute all documents and other actions in connection with the purchase was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0142 was duly enacted.

BILL NO. 5899
Ord. No. 2020-0143

Amending Chapter 2 Section 28 of the Branson Municipal Code pertaining to Administrative and Supervisory Committees.

Final Reading of Bill No. 5899, an ordinance amending Chapter 2 Section 28 of the Branson Municipal Code pertaining to Administrative and Supervisory Committees was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0143 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

Alderman Simmons left the meeting at 6:30 p.m. He disclosed his conflict of interest pertaining to the next two items due to being the majority owner of Table Rock Asphalt Construction Co.

BILL NO. 5888
Ord. No. 2020-0132

Accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of concrete.

Final Reading of Bill No. 5888, an ordinance accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of concrete and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5888. Alderman Skains so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Skains, Milton and Seay. Nays: None. Absent: Simmons. Motion carried. Ordinance No. 2020-0132 was duly enacted.

BILL NO. 5889
Ord. No. 2020-0133

Accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt for the Public Works Streets Department.

Final Reading of Bill No. 5889, an ordinance accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt for the Public Works Streets Department and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5889. Alderman Skains so moved, seconded by Alderman King. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor

Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Skains, Milton and Seay. Nays: None. Absent: Simmons. Motion carried. Ordinance No. 2020-0133 was duly enacted.

Alderman Simmons returned to the meeting at 6:34 p.m.

Mayor Akers left the meeting at 6:34 p.m. He disclosed his conflict of interest pertaining to the next two items due to his son's involvement in the insurance business. Acting President Simmons presided over the meeting.

BILL NO. 5891

Ord. No. 2020-0135

Approving the 2021 Delta Vision Plan Premiums through Delta Dental of Missouri for the City of Branson.

Final Reading of Bill No. 5891, an ordinance approving the 2021 Delta Vision Plan Premiums through Delta Dental of Missouri for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Acting President Simmons asked for a motion approving Bill No. 5891. Alderman Skains so moved, seconded by Alderman Whiteis. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0135 was duly enacted.

BILL NO. 5892

Ord. No. 2020-0136

Approving payments for the 2021 Supplemental Insurance Premiums, Flexible Spending Accounts and Health Savings Accounts and approving enrollment of all health coverages to be managed through American Fidelity Assurance Company.

Final Reading of Bill No. 5892, an ordinance approving payments for the 2021 Supplemental Insurance Premiums, Flexible Spending Accounts and Health Savings Accounts and approving enrollment of all health coverages to be managed through American Fidelity Assurance Company and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Acting President Simmons asked for a motion approving Bill No. 5892. Alderman Skains so moved, seconded by Alderman Whiteis. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0136 was duly enacted.

Mayor Akers returned to the meeting at 6:38 p.m.

BILL NO. 5880

Ord. No. 2020-0124

Approving the annexation of the properties located at 121 Lenhart Lane, Branson, Missouri.

Final Reading of Bill No. 5880, an ordinance approving the annexation of the properties located at 121 Lenhart Lane, Branson, Missouri, was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5880. Alderman Simmons so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Tim Davis, P.O. Box 1625, Branson, Missouri, introduced himself as a lot owner in Friendly Hills Subdivision. He doesn't think anyone in the neighborhood objects to the annexation and believes most

people in the neighborhood would like to annex into the City because of the additional services the City provides such as the sewer connections, higher quality police and fire protection. Mr. Davis feels annexation in itself is not a problem; the subdivision is currently a single-family, residential subdivision which people really value and is a different issue than the annexation.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0124 was duly enacted.

BILL NO. 5897
Ord. No. 2020-0141

Approving the amendments to the Lease Agreements with Hughes Entertainment, Inc., Tans Enterprise LLC, Branson's Best, Inc., and Recreational Investment & Management Corp. pertaining to a reduction in base rent for Fiscal Year 2020.

Final Reading of Bill No. 5897, an ordinance approving the amendments to the Lease Agreements with Hughes Entertainment, Inc., Tans Enterprise LLC, Branson's Best, Inc., and Recreational Investment & Management Corp. pertaining to a reduction in base rent for Fiscal Year 2020 and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5897. Alderman Skains so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Craig Wescott, 3388 Green Mountain Drive, Branson, Missouri, thanked City Staff for working on this and the Board for hearing this. He expressed gratitude on behalf of the lessees for this being approved on its first reading. He's grateful no matter what the decision is, but for him it's not about a little more money, but consistency. He explained the formulas used to provide this relief for his other three neighbors were based off the actual days they were closed as a percentage of the year multiplied by their base rent. The formula used for his lease was the number of days the City's ordinance required businesses close, which was less than the actual days it was closed. He added, and that was the amount as a percentage of the year multiplied by the base rent. He realizes his business pays \$80,000 in base rent, while everybody else pays \$25,000, which is probably why the physical numbers look different. His lease was renegotiated last year for consistency and to get a more fair and equitable lease as compared to the other leases that have existed for a long time. The formula is different for his company compared to the other ones which is not consistent. He shared how this all began and read an email he sent per the City Administrator's request for something in writing. Mr. Wescott mentioned his email included his proposal on behalf of all the lessees on the old airport property and he realizes everyone's terms and operating calendars are not consistent, but for the spirit of consistency he proposed reducing the base payment owed to the City by 12% this year. He explained he got to this percentage by using the number of days non-essential businesses were closed, 45 days, divided by 365 days which equals 12.3%. He rounded this number down to 12% and that's the number that was used for his business, while everybody else used their actual days. He asked about the lack of consistency with the percentages and if it's about the dollar amounts. He asked the City to please let people know if it's that or if it's capping it at a certain dollar amount. He feels it just seems right to do all of them using the same formula and reiterated he will be happy either way. Mr. Wescott believes strides have been made with consistency and he wants to stay on that train with these leases. Looking back he wishes he would have put the actual number of days his business was closed in his first email, because it was closed the same amount of days as the others; March 15th to May 15th. In the spirit of knowing this was going to be a stretch for the City, he proposed the most conservative thing he could, but didn't know it would bite him in the end.

Mayor Akers asked for comments from the Board. Discussion. Alderman Milton moved to amend Bill. No. 5897 by striking Section 4, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding the amendment. Hearing none, Mayor Akers asked for comments from the Board. 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. 5897 as

amended. 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. 2020-0141 was duly enacted.

**RESOLUTION NO.
2020-R023**

Adopting Park User Fees for the Parks and Recreation Department.

A Resolution adopting Park User Fees for the Parks and Recreation Department was read by title by City Clerk Lisa Westfall and a staff report was provided by Parks and Recreation Director Cindy Shook. Mayor Akers asked for a motion adopting the resolution. Alderman King moved to adopt, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the resolution. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Resolution No. 2020-R023 was adopted.

**RESOLUTION NO.
2020-R024**

Support for Work Force Housing by Branson Affordable Homes Development, LLC located off of Fall Creek Road.

A Resolution of support for Work Force Housing by Branson Affordable Homes Development, LLC located off of Fall Creek Road was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel and Deborah Hart of Branson Affordable Homes Development, LLC. Mayor Akers asked for a motion adopting the resolution. Alderman Skains moved to adopt, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Cherry Webster, 118 Country Bluff Drive, Branson, Missouri, commented she still lives in the affordable workforce development project Country Bluff Estates and she thanked Alderman Milton and Aldermen Skains for hearing concerns. She feels they were the only two voices that seemed to recognize that residents should have a say in the processes. She explained residents didn't have a say whatsoever because of the zoning by annexation and she asked the Board if it wants to support another resolution for someone who has no regard for the City's comprehensive plan. Ms. Webster commented the City's put a lot of effort, time and development into putting together a Comprehensive Plan that encourages landscaping, greenery and cluster housing with open green space for everyone to enjoy. She asked the Board if it really wants to support a developer who doesn't know how to cut roads and needs a blank slate. Ms. Webster stated that's so old school and mentioned the City's hired two planners that happen to be arborists. If the City goes to the effort of trying to build a good design and plan, why doesn't it hold developers to that? She thinks the City had an opportunity to do that back in February with the annexation, because people know the County has no codes, building codes or building inspectors. She can't believe the Board didn't know Mr. Ruda was going to pull a stunt like he did on February 12th, the morning after the first reading, in which he went out there and knocked down 42 acres of trees. She recalled making the comment in August that maybe the Board got snookered, but feels the Mayor, who was the chairman of the Taney County Planning Commission in 2006 when this parcel was rezoned, should have known the kind of antics he might try. She asked the Board if it wants to support someone who doesn't even follow his own engineer's soil erosion and storm water plans. Ms. Webster explained Mr. Ruda submitted a land disturbance permit on June 4th and from February 12th to June 4th, he'd already taken the trees down. His plan includes six items; item number six is removing the trees. Items prior to that include constructing silt fences, silt socks or barriers and rock check dams. She reported none of that was done except 14 days after, he tore the trees down. She recalled he then pleaded that he had engineering issues and asked the Board to delay the second reading. The Board delayed it until March 19th and then he came back and pleaded for more time and took six to eight weeks to burn those 42 Acres of trees on site. Ms. Webster reported there are no silt socks, barriers or rock check dams and the fourth item was to conduct a sediment basin which she'd like to see eventually. She explained there are two gravel dams and in between them there's a little bit of a pond, but no basin. She pointed out the sixth item is to remove the trees and said he

doesn't even follow his own engineer's designs. She asked the Board if this was the kind of developer it wants to support for a resolution on this parcel. She referred to the graphic included in the Storm water Pollution Prevention Plan and pointed out the shaded area shows the basin looks to be 200 feet wide because of the way it's positioned. It's from one end of lot 34 to the other end of Lot 35; both lots are 100 feet wide. She commented it looks like it's about 250 to 300 feet long, but that's not the pond that's down there right now. The notation on the engineering chart said to install gravel and rip rap filter basin, but there's not one rip rap over there and the gravel only got there because of the Missouri Department of Natural Resources (DNR). Mr. Ruda tore down all the trees at the end of February and in March and April it rains. She explained rainwater on a slope washes all the sediment and storm water under the joining properties and that's why Kirby Dieterman was out there almost every day doing sediment testing. She'd like to see the basin now and she's pretty sure the Mayor said once we get the property into the City then we can control things. She asked why the City can't make him install this basin now since there's still storm water running off. Ms. Webster commented another item on his soil erosion plan is that he's supposed to hydro seed or apply seed and straw which he did not. She reported he did put seed down, but not straw, and when it rained all the grass seed ran down to the bottom of the hill. So in the month of June when there wasn't any rain, all the grass that came up burnt. There's a mess over there now with 42 acres of blight and she feels the cow pasture at the entrance looks gorgeous compared to Mr. Ruda's parcel. Currently, there's bare dirt, weeds and brown burned up grass and the last time she spoke to the DNR she was told Mr. Ruda wasn't allowed to close out his land disturbance permit. He has to keep the permit with the City and the one with the DNR until there is 70% vegetation across 100% of the disturbed area. She asked the Board if it really wants to support another resolution for the kind of developer who performs tasks in that fashion or who selectively brings in what County plans of intent have been established. He only wanted to bring in the zoning; why not bring in the 50 foot buffer? She commented it seems like everything he's done is pretty much legal; ethical and fair is a whole different story and qualities of a good developer, no way. She clarified when she says legal, there was one little oops as he didn't bother to read the HUD contract. She explained the property has to be left alone until the environmental assessment is finished or the right to future disaster relief funds is lost. She doesn't know why he has to have this new resolution on the original parcel. He's had to move it and was going to lose \$5 million in disaster relief funds if he didn't move it to another site. Ms. Webster commented on the affordable housing project and said let's see if he can do that site without pulling the kind of stunts he's pulled on this original site next door to Country Bluff Estates. She asked the Board if it really wants to support this kind of development, because she doesn't think it can trust the man. She inquired what his next antics were going to be and when the Board would enforce him to implement his storm water and sediment erosion plan. She requested the Board vote no as she believes sometimes when there's bad behavior people get to sit out. She expressed concerns for the Ward III Aldermen representing Country Bluff Estates because they seem more interested in supporting developers. She mentioned Alderman Whiteis and Alderman King were kind enough to come and listen to the people in the subdivision last night, but they came with the initial attitude that they were going to vote for this and why. People explained to the Aldermen why they might not want to do that and she reiterated to the Board some other things it might want to consider. She gets the impression most of the Board members want that low-income feather in their caps and they're getting it here and there throughout the City with some other developments. She doesn't know why the rush if the Board is going to vote yes, just wait until the next Board meeting. It might not fit Mr. Ruda's time schedule, but during that time the Board could re-evaluate all these antics people have seen, develop a plan and anticipate what's going to come next. She added, because there are going to be other things to come next; for example, he does not have a 20 foot easement for sewer. In order to do gravity sewer, he's got to come through the southwest corner of lot 35, ideally according to the Utilities Department. That's where the culvert is and where it overflows. She's lived there 11 years and she's seen it overflow four times since February because the water coming off of Mr. Ruda's parcel exacerbates the water coming off the street. The last time it rained on Memorial Day was the worst she's seen in 11 years and she's surprised one of the neighbors didn't have flooding and another still has their driveway, because the water was flowing way beyond the boundaries. She commented on the next street down, people had to call in a City street sweeper to scoop up all the mud that had overflowed the boundaries of the creek. The storm water issue is a major issue that has not been resolved and her issue with it is minor compared to other people in her neighborhood. The water still comes down her property, snakes around a pile of rocks, erodes the soil on the trees, the tree roots are being exposed and it goes right on down to the street. She added, it takes a hard right and dumps mud and water, taking away the vegetation in its path and it needs to be fixed. She asked the Board if it really wants to give Mr. Ruda

another resolution when he hasn't even bothered to implement his plan to date. Ms. Webster suggested the Board wait two weeks as it would be a really good wait. She knows Mr. Ruda won't like it, but sometimes bad actions have consequences and she suggested letting him sit out for a while. When the Board decides to vote, she asked it to please attach a letter to the National Housing Development Corporation (NHDC) with a list of all the antics experienced to date, because it should know the kind of developer who's coming to them begging for money. She hopes the Board considers this. In response to the Board's questions, Ms. Webster clarified the storm water prevention pollution plan she was talking about was one of the submittal documents on a land disturbance permit that was applied for in the City. It was approved in July and was one of the documents he submitted to the City so it's on the City's land disturbance permit, not the one in the County. She addressed Ms. Hart's comments regarding the big, low-income portion by the road on the northwest side is up on the hill and explained when it rains, the water runs down the hill from the low-income housing five acres. That is the slope and the storm water plan says there's supposed to be a rock check every 50 linear feet, but there's not one up there, let alone one every 50 feet. So he took down the trees under a County permit, but the City has the plan on its land disturbance permit. Discussion.

Dan Ruda, 245 S. Wildwood Drive, Branson, Missouri, explained this process has been going on for a while as he bought the property 12 years ago. He paid a lot of money for it and got it zoned before it came. He shared his original plan was to do a different type of development, but 2008 came and the world changed and the Combs and Rudas took the leadership role and that's the decision they made. For the last several years this community has been talking about the need for workforce housing and the desire for somebody to do something and take some risk. As many already know, with workforce entry-level housing, the margins are extremely slim and in Branson they're even slimmer because it doesn't make economic sense. He explained land and infrastructure are too expensive and the income levels are low because Branson doesn't have union jobs where people in the workforce make \$50,000 a piece in a household. Branson has \$40,000 households, not \$100,000 households, all of these things put a lot of pressure on solving this problem. He recalled a year ago, coming to the City and receiving overwhelming support. He doesn't think his group is insensitive to the neighbors, but the fact is in the 20 years that development has been there, it's flooded numerous times. There are several people in the flood plain and it continually floods and his team has to develop this and thinks it's very important to the community. A year ago after having a meeting, the neighbors were upset that the City didn't ask them their input. So an ad hoc meeting was called which his group attended along with a few of the Aldermen and it was quite a meeting. The issues brought up then are entirely different than some of the issues being brought up tonight. He commented, it's a year later so that's fine, but when he has a property and he's trying to run a business, spending lots of money, he feels nobody has talked about the little deal about working on this project for a year. He explained he, Mark Ruda and the Combs boys aren't going anywhere; they're not going to pick up their toys and go back to Kansas City or New York because this is their home. He added, we're here, we have broad shoulders, we'll take it, but we really do want to do the right thing. The process keeps changing, so that night primarily was the neighbors didn't want affordable housing next to them which they brought up numerous times. Another issue was the expansion of Fall Creek Road and he mentioned buying the property and doing a residential deal to make a compatible project next to them. He explained in that process, he's worked with the County, talked to City Administrator Stan Dobbins and other City officials and has received a letter from the County regarding widening Fall Creek Road. He reported it's going to be widened into the entrance of Country Bluff and his two entrances which is about 15% to 20% of Fall Creek Road from Wildwood Drive out to Highway 165. This is important for relieving traffic and offering other alternatives and offered to provide a copy of the letter to the Board. He recalled the tree issue also came up and the County has different rules about development and clearing than the City since they're two different entities. He cleared the trees since the rules regarding trees inside the City are more rigorous and costly than the County's. The development has to pay for the land and maximize its return which means it's got to be a dead site. The single biggest problem is that it's 40 units on four and a half acres with streets, driveways and garages, so the amount of land that's left is minimal and if the roots under a tree's drip line are disturbed, the tree dies. This then becomes a problem for the neighborhood, so it's much better to vegetate it. He mentioned getting a DNR permit and he takes challenge of the neighbor saying he hasn't done anything and he invited the Board to go out and look at it; it's not adequate to maintain the water. The water that comes off his tract is only half the water; water is draining through his property from another 35 acres into Country Bluffs. His development team is not insensitive to that and the Mayor has been in continual contact, trying to help resolve the issue and be sensitive to the neighbors. He mentioned meeting

again with two of the Alderman, City Administration and the Mayor regarding the process in anticipation of this meeting. Mr. Ruda reported to help solve that problem and in the spirit of compromise in this process, his team made an offer to the City to build the retention to a 25-year event to control not only his water, but the water coming on his development. This would start as soon as possible, contingent upon the project being approved and the City agrees to bring water to the development under Fall Creek. He feels this makes sense as it's not only the cost of building this facility, but also that he had to give up two to three more acres of land for the water basin which is a big deal. Mr. Ruda said he's already paid for the land and every time he gives some up, it puts more pressure on the rest of the land. He added, but he made that commitment and thinks everybody understood it. He feels people can keep fighting, but his group has a business deal and is under tremendous pressure to do something as it's sat on the land, paid a large amount and has a lot of capital invested. He reported there's been two days of rain in a new area that's been disturbed, so the water should have a lot of sediment. He added, so early this afternoon after the rain stopped, he took pictures of that stream running through the upper side and lower side of the tubes. He provided the Board with a copy of the picture and pointed out it shows several things such as the water is in a very narrow portion of the run off and the water is clear which means the retention and rock structures Ms. Webster says are not there, actually work pretty good. He addressed the issue about the trees being removed and concerns about the entrance signs and reported he tried to show restraint. Whether he did a good enough job of it, when he hears someone badgering him and he reads his name in the paper, some of them tremendously exaggerated, he has a hard time not telling the other side of the story. Mr. Ruda explained the roads within the subdivision are City roads and the road between the subdivision and Fall Creek Road is not. The City's been maintaining it and he pointed out that's not quite right because it's taxpayer money. He admitted getting a little aggressive with the trees and probably shouldn't have, but feels comments have been made and sins committed on both sides. He thinks as a community, people know the right thing to do and there's a proposal out there that makes so much sense to him as there's water right across Country Drive. He reported the road could be cut and put it in for \$10,000 or \$15,000 before overlaying it and burying the pipe. Mr. Ruda mentioned the two Aldermen of that Ward, the Mayor and City Staff, not only spent time with the neighbors, but with his development team trying to get the information, all on their own time. His development team knows this makes so much sense, but it takes a little time for all of this to get worked out. He feels mistakes have been made by everyone and explained he can't go back and make 30 year-old trees or make it green again. College of the Ozarks has a 50-acre pasture that everybody seems to like, but he doesn't think he ought to give up 30 feet next to the neighbors. He thinks that's enough of a set back from it and their homes are within 20 feet of some of their back yards. He's willing to work with that, but isn't going to make a commitment tonight when the target keeps moving; when things keep moving it just keeps costing money and he and his team want closure. He feels the City's side of this could probably be done cheaper and he's willing to build that and start as soon as his project gets approved. At that point in time, he's going to start the infrastructure for building a 25-year retention facility, put the land in there to support the water and get this started as soon as the project gets approved by the state which is about the end of November. He's willing to do that and start spending his money again and expressed he's not insensitive to how others might feel, but there are other sides to the rest of the story. He thinks those pictures are fairly compelling that it wasn't just white washed and ignored, because water doesn't look like that if it was. The problem won't be resolved unless his team gets started on the bigger facility, but the bigger facility will not stop the 100-year event. If 10 inches of rain comes down in 2 hours, it will use the spillway of this facility. He explained he did not make the decision to build those several homes in a flood area and he can't do anything about it. He mentioned if this is not approved, the Rudas and the Combs are going to do something since they're in the City, they have zoning and the market is right do something. He feels it's time to start working together and the best way to solve this problem is to go ahead and hopefully get this, because it fills a greater need and also starts the infrastructure. The Rudas and the Combs have made a verbal commitment to the City because it makes economic sense to build more workforce housing. The area up towards the highway which is a part of where the MHDC property is, is about 25 acres and he's looking at light commercial zoning. He isn't sure with the new zoning requirements, but feels it's a significant amount of workforce housing. He commented, the best way to solve this problem is to do it; he'll make that commitment on the retention which is economically the most important thing to the neighbors. At the same time, it starts the process of getting the development done so it can be reseeded and revegetated to control the water because the neighbors are struggling, just like he would be if he lived there and it were his world. He mentioned trying to sell the property for two years after 2008 when the economy changed; several people looked at it, but everybody wanted to pay half of what he thought it was worth because they wanted

to put estates there. Now the neighbors are worried about the for-sale sign and are expressing concerns over someone coming in who doesn't feel any responsibility. He understands all of these concerns and hopes this gets approved so construction can start which is what gives him synergy to start putting in the retention he committed to. He explained this is subject to the project's approval and the City providing water which is at most is a \$50,000 deal. If everyone cooperates as a community, it could be a \$10,000 or \$15,000 deal that provides the infrastructure to start developing the rest of the property and ultimately revegetate it. In response to the Board's questions, Mr. Ruda explained he's talked to two of the County Commissioners and reported they didn't vote today, but they assured him they were going to do it. He commented, everyone wants to see process if they're going to make commitments and the Rudas and the Combs have stepped up and said they'll take it and do this and the County is saying the same thing. He reported it's been communicated to him by the County that this is in the budget and whether they do the lesser amount or not depends on the approval of this project. He clarified nothing has been agreed to on his proposal, but he's speaking totally as a tax payer and community person trying to get a project done. He made the proposal of trying to stop a stalemate and the continual arguing, because time kills projects. There's water in two places; City water is not currently on the Fall Creek Project and there is water running down into Country Bluff. There's City water running down on the left hand side of the road and that section of road is private and still owned by the development. He explained the subdivision's road are City streets and City infrastructure and City water runs down the road. There's also water on the other side of Fall Creek on the Thousand Hills side, but it's a County road and they don't want it torn up. His thought was in the spirit of that offer, the Rudas and the Combs would do the retention to the 25-year event and start immediately after the project being approved with the City bringing water to the site. He expressed he wasn't planning on putting all of this out for public discussion tonight because he thought it would be better for negotiations with calmer minds in a business-like fashion. Mr. Ruda shared there are several options, one is the developer does it and bores under Fall Creek Road. It has to be tapped down on both sides and sleeved since it's under a public road and if it breaks the road doesn't have to be tore up to get the pipe out. This costs more to do and he estimated \$40,000 or \$50,000 and he clarified this is his number, the City never told him any of that, and is just one end of the spectrum. This would try to solve a problem for the neighbors; giving up additional land to solve the water not only from his property, but the 30 acres coming down through it which is not only the additional water caused by his development, but past water. He is trying to solve both of those to a 25-year event and he reiterated he's making that commitment and believes the \$50,000 figure could be done for significantly less if the road were cut immediately before putting the pipe in, working with the County or City. He explained it would be cheaper than him doing it and would provide better storm water protection and he hopes over the next month or two everything will get worked out (See attached handouts). Discussion.

Alderman Skains made a motion to call the question, seconded by Alderman King. Voting aye: King, Simmons, Skains, Milton and Seay. Nays: Whiteis. Motion carried. Mayor Akers called for a vote on the Resolution. Voting aye: King, Simmons, Skains, Milton and Seay. Nays: Whiteis. Motion carried. Resolution No. 2020-R024 was adopted.

The meeting recessed at 8:27 p.m. and reconvened at 8:36 p.m.

**RESOLUTION NO.
2020-R025**

Support for a Senior Affordable Housing Rehabilitation Project by IRC Manager, LLC within the property located at 218 South Old County Road, Branson, Missouri.

A Resolution of support for a Senior Affordable Housing Rehabilitation Project by IRC Manager, LLC within the property located at 218 South Old County Road, Branson, Missouri, was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel and Sam Catanese of IRC Manager, LLC was available via telephone. Mayor Akers asked for a motion adopting the resolution. Alderman Skains moved to adopt, 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. Mayor Akers called for a vote on the resolution. Voting aye: King,

Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Resolution No. 2020-R025 was adopted.

Discussion of the FY2019 Audit findings performed by Cochran Head Vick & Co., P.C., for the City of Branson.

Discussion of the FY2019 Audit findings performed by Cochran Head Vick & Co., P.C., for the City of Branson was presented by Michael Keenan of Cochran Head Vick & Co., P.C. and a staff report was provided by Finance Director Jamie Rouch. 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.

**RESOLUTION NO.
2020-R026**

Resolution of support from the City of Branson, Missouri stating intent to seek funding through the Community Development Block Grant – Disaster Recovery Program and authorizing the Mayor to pursue activities in an attempt to secure funding.

Public Hearing and a Resolution of support from the City of Branson, Missouri stating intent to seek funding through the Community Development Block Grant – Disaster Recovery Program and authorizing the Mayor to pursue activities in an attempt to secure funding was read by title by City Clerk Lisa Westfall. Mayor Akers opened the public hearing and a staff report was provided by Finance Director Jamie Rouch. She explained Elevate Branson intends to apply for Community Development Block Grants (CDBG) with its disaster relief for the Elevate Branson Hope Village in order to address a lack of affordable housing. The project amount is \$1.97 million which is 29% of the total project costs. She introduced Brandon Jensen, Associate Planner of the Southwest Missouri Council of Governments (SMCOG), to provide further information on this item. Mr. Jensen provided an overview of the grant application intended to be submitted on behalf of Elevate Branson. He explained this is notifying the public the City intends to submit an application for CDBG funds. These funds can only be accessed via a unit of local government and can be applied for on behalf of non-profit agencies which is what's being presented today. Mr. Jensen stated the name of the project is Elevate Branson Public Infrastructure and Support of Affordable Housing. The specific location of the project is an unaddressed parcel immediately adjacent to Elevate Branson, generally located at 310 Gretna Road, Branson, Missouri, 65616. It is bordered to the north and the east by undeveloped woodland, to the west by Gretna Road and Branson Inn and to the South by Elevate Branson. He explained every CDBG application requires the national objective to be applied under it which include low to moderate income, elimination of slum and blight and emergencies. He mentioned this project will be applied for under low to moderate income with limited clientele based on the folks that are intended to be served by this project. He added, they all would be considered as low to moderate income under CDBG standards. He shared for the purpose of this project, the CDBG funds will be used for design, engineering and subsequent construction of public infrastructure. Specifically, those improvements include a street extension from Gretna Road, a street that loops through the development providing access to the units, a detention pond to achieve run off rates that are less than predevelopment on the property, an eight-inch public water main extension, three fire hydrants, an eight-inch gravity sewer main with man holes and potentially a mid-block pedestrian crossing on Gretna to provide access to nearby job opportunities for residents who will be living on the property. Mr. Jensen explained this infrastructure is in support of the project that Elevate Branson is leading, to construct 48, 400 square-foot homes, two micro-enterprise opportunities, a missions bunkhouse and community centers. In order to address the lack of affordable housing, especially that within walking distance of most shops along Highway 76, Elevate Branson is proposing to build this Elevate Community Village. This is a master-planned community that will provide permanent housing to those displaced by the 2017 historical flooding in Branson. He added, as well as low and moderate income households and defined vulnerable populations. He clarified, since the property is currently undeveloped, there is no displacement of persons anticipated. Mr. Jensen reported the total grant being applied for is \$1,965,000.00 and \$270,000.00 of that will go towards the water distribution system, \$270,000.00 for sanitary sewer, \$108,000.00 for storm sewer improvements, \$162,000.00 for streets and roads, \$50,000.00 for lighting, \$100,000.00 for sidewalks, \$300,000.00 for site preparation, \$100,000.00

for security fencing and \$250,000.00 for electrical distribution lines for a total of \$1,610,000.00 for public facilities. It also includes \$125,000.00 for engineering and design, \$100,000.00 for engineering construction inspection and \$25,000.00 for other professional services for a total of \$250,000.00. In addition, it includes \$100,000.00 for clearance and demolition of the site and \$5,000.00 for grant administration, bringing the total to \$1,965,000.00. He mentioned the sub applicant, Elevate Branson, is also bringing a total of \$2,275,150.00 which will be used to cover \$4,400.00 for property survey work, \$750 for appraisals, \$220,000.00 for private roads on the site, \$1,856,000.00 for construction of the 48 affordable units, \$144,000.00 for foundational work and \$50,000.00 for architectural design. Additionally, private cash funds in the amount of \$2,450,000.00 are being contributed to the project for construction of on-site, supportive services which include a community theater, chapel, welcome center and other skill training buildings. He reported that brings the total project amount to \$6,690,150.00 with no funds coming directly from the City, except those provided by the CDBG Grant. He shared the anticipated timeline for the project if grant funds are awarded to be as follows: Funding notification received by the end of the year, environmental review clearance by May 2021, construction to start in November 2021, 50% construction completed May 2022, 100% construction completed October 2022 and the project closed out by the end of December 2022. This project includes the City of Branson as lead applicant, SMCOG as sub applicant for project management and Elevate Branson as sub applicant for all construction activities, exclusive of that which is funded by the CDBG grant for public infrastructure. Mr. Jensen stated as far as environmental impacts on natural, human and man-made environments, there are none he's aware of to-date. The project will undergo a process for environmental review and based on his experience with other CDBG projects, the only environmental impact anticipated is the impact on bat species as there will be removal of some on-site vegetation. The only impact this could have on the project would be controlling when site demolition and clearance can occur between November and March. He reported the only anticipated environmental impact to the project from the surrounding environment is potential noise impacts which has been mitigated by a revised site design. This was a result of a process Elevate Branson went through last year in which it received some insight on. Additionally, the project anticipates conducting a phase one environmental site assessment which will work to identify any potential hazardous materials on site if the project is awarded CDBG funding. He commented, all applicable local permits would be required as well as a state land disturbance permit. He added, as far as mitigation measures, project modifications and conditions for approval, he mentioned previously addressing the Board about the potential modification of the demolition and clearance timeline related to bats. He gave a general overview of CDBG environmental review procedures and explained it's a multi-step process and first the types of activities anticipated to occur would be looked at since this does include construction on previously undeveloped land. He commented it will be at a heightened environmental review requirement, so no construction activities would be allowed to begin on site until environmental clearance is achieved and all conditions of approval from state and federal agencies is received. He added, this is what the May 2021 date is anticipated to be. At the start of the environmental review process, consultation would be initiated with the State Historic Preservation Office which would review any existing structures on site, which there are none, as well as the existing fill materials and any sources of additional fill needed to be brought on site. It would also involve consultation with any Indian or Native American tribes that have a vested interest in the area and all other environmental agencies would be given a chance to review the project. A statutory checklist would be completed that includes analysis of hazardous materials, impacts to flood plains and wetlands, noise and water quality. He mentioned there are about 20 different items that will be looked at to ensure there aren't any additional environmental impacts generated by the project. As part of that, if there are any potential impacts, a condition of approval would be received that would be required to be met. Mr. Jensen shared the common ones include the use of silt erosion and silt fencing to help control soil erosion on site and improve water quality. He commented the project would receive all of those conditions of approval, complete the environmental review record, have the City's chief elected officers sign off on it and then submit it to the agency for review and preliminary approval. At the point in which they say it looks good, a public and agency comment period of 30 days would begin and the public would have an opportunity to provide any comments on potential environmental issues they think might have been missed as well as any agencies that provided a comment earlier in the process. After that comment period is completed and all submitted concerns are addressed, the request for the release of funds would be submitted. He explained this starts a 15-day state review period, culminating in the agency issuing an authorization to use grant funds, at which time construction activities can begin. Mr. Jensen stated he's been designated as the preparer of the environmental review, and restated his name is Brandon Jensen, Associate Planner with SMCOG. He commented this is everything he's required to run

through for the grant application and he welcomed any questions. Mayor Akers asked for anyone in the audience wishing to speak in favor of or opposing this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Mayor Akers closed the public hearing and asked for a motion adopting the resolution. Alderman Whiteis so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Resolution No. 2020-R026 was adopted.

**RESOLUTION NO.
2020-R027**

Approving the annual Operating & Capital Budgets of the Branson Convention Center from January 1, 2021 to December 31, 2021.

A Resolution approving the annual Operating & Capital Budgets of the Branson Convention Center from January 1, 2021 to December 31, 2021, was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch and Sam Voisin, General Manager of the Convention Center. Mayor Akers asked for a motion adopting the resolution. Alderman King moved to adopt, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the resolution. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Resolution No. 2020-R027 was adopted.

**RESOLUTION NO.
2020-R028**

Approving the disposition of Surplus Property.

A Resolution approving the disposition of Surplus Property was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion adopting the resolution. Alderman King moved to adopt, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the resolution. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Resolution No. 2020-R028 was adopted.

BILL NO. 5900

Adopting a Budget, a Capital Program, a Pay/Merit Plan and a Reserve Policy for the City of Branson, Missouri, for the Fiscal Year January 1, 2021 through December 31, 2021.

Public Hearing and First Reading of Bill No. 5900, an ordinance adopting a Budget, a Capital Program, a Pay/Merit Plan and a Reserve Policy for the City of Branson, Missouri, for the Fiscal Year January 1, 2021 through December 31, 2021, 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. 5900. Alderman King so moved, seconded by Alderman Skains. Alderman King moved to amend Bill No. 5900, Section 3 of the Ordinance from Fiscal Year 2020 to Fiscal Year 2021 and the Exhibit "3" Chart from 2020 Merit Matrix to 2021 Merit Matrix, seconded by Alderman Whiteis. Mayor Akers asked if anyone in the audience wished to speak regarding the amendment. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the amendment. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Mayor Akers opened the public hearing and asked for anyone in the audience wishing to speak in favor of or opposing this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Mayor Akers closed the public hearing. Mayor Akers asked for anyone in the audience wishing to speak regarding Bill No. 5900 as amended. 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.

BILL NO. 5901

Amending the adopted 2020 Budget for the City of Branson, to adjust monies for various funds.

First Reading of Bill No. 5901, an ordinance amending the adopted 2020 Budget for the City of Branson, to adjust monies for various funds was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5901. Alderman King so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5902

Calling an Election in the City of Branson, Missouri on the question of authorizing the City to issue bonds and imposing a Tourism Tax.

First Reading of Bill No. 5902, an ordinance calling an Election in the City of Branson, Missouri on the question of authorizing the City to issue bonds and imposing a Tourism Tax was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5902. Alderman Skains so moved, seconded by Alderman King. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5903

Ord. No. 2020-0144

Approving the contract for the expenditure from the City's Tourism Tax Contingency Fund to the Downtown Branson Betterment Association.

First Reading of Bill No. 5903, an ordinance approving the contract for the expenditure from the City's Tourism Tax Contingency Fund to the Downtown Branson Betterment Association and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5903. 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. Alderman King moved to read Bill No. 5903 for its second reading, seconded by Alderman Milton. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Final Reading of Bill No. 5903, an ordinance approving the contract for the expenditure from the City's Tourism Tax Contingency Fund to the Downtown Branson Betterment Association and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5903. Alderman Milton so moved, seconded by Alderman King. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Motion carried. Ordinance No. 2020-0144 was duly enacted.

Linda Cherry, 609 Parnell Drive, Branson, Missouri, introduced herself as part of the Downtown Branson Betterment Association (DBBA). She thanked the Board on behalf of the DBBA and explained the Christmas Tree is a 30-foot tower tree which she's excited about.

BILL NO. 5904

Approving an Intergovernmental Agreement with Branson/Lakes Area Tourism Community Enhancement District to license the ExploreBranson domain name.

First Reading of Bill No. 5904, an ordinance approving an Intergovernmental Agreement with Branson/Lakes Area Tourism Community Enhancement District to license the ExploreBranson domain name and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by IT Director Chad Forster. Mayor Akers asked for a motion approving Bill No. 5904. Alderman Skains so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5905

Approving a contract renewal with Dazzee Integrations pertaining to Information Technology Managed Network and Security Services.

First Reading of Bill No. 5905, an ordinance approving a contract renewal with Dazzee Integrations pertaining to Information Technology Managed Network and Security Services and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by IT Director Chad Forster. Mayor Akers asked for a motion approving Bill No. 5905. Alderman King so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5906

Appointing Thomas Motley as Municipal Court Judge.

First Reading of Bill No. 5906, an ordinance appointing Thomas Motley as Municipal Court Judge and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and she provided a staff report. Mayor Akers asked for a motion approving Bill No. 5906. 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. 5907

Appointing members to fill certain vacancies on the City of Branson Tax Increment Financing Commission.

First Reading of Bill No. 5907, an ordinance appointing members to fill certain vacancies on the City of Branson Tax Increment Financing Commission was read by title by City Clerk Lisa Westfall and she provided a staff report. Mayor Akers asked for a motion approving Bill No. 5907. Alderman King so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5908

Approving the renewal of the contract with PepsiCo for vending services and merchandise resale.

First Reading of Bill No. 5908, an ordinance approving the renewal of the contract with PepsiCo for vending services and merchandise resale and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Parks and Recreation Director Cindy Shook. Mayor Akers asked for a motion approving Bill No. 5908. Alderman King so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

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

BILL NO. 5909

Accepting the proposal of Site One Landscape Supply pertaining to the purchase of agriculture supplies.

First Reading of Bill No. 5909, an ordinance accepting the proposal of Site One Landscape Supply pertaining to the purchase of agriculture supplies and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Parks and Recreation Director Cindy Shook. Mayor Akers asked for a motion approving Bill No. 5909. 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.

BILL NO. 5910

Amending Chapter 6 of the Branson Municipal Code pertaining to alcohol by weight of malt liquor.

First Reading of Bill No. 5910, an ordinance amending Chapter 6 of the Branson Municipal Code pertaining to alcohol by weight of malt liquor was read by title by City Clerk Lisa Westfall and a staff report was provided by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5910. Alderman King so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5911

Amending Chapter 94 of the Branson Municipal Code pertaining to microbreweries.

First Reading of Bill No. 5911, an ordinance amending Chapter 94 of the Branson Municipal Code pertaining to microbreweries was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5911. Alderman King so moved, seconded by Alderman Whiteis. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5912

Amending Chapter 94 of the Branson Municipal Code pertaining to special events.

First Reading of Bill No. 5912, an ordinance amending Chapter 94 of the Branson Municipal Code pertaining to special events was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel and Police Chief Jeff Matthews. Mayor Akers asked for a motion approving Bill No. 5912. Alderman King so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Alderman Milton moved to amend Bill No. 5912, Line 99 to remove the word "shall" and insert the word "may", seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Alderman Milton moved to amend Bill No. 5912, Line 42, under definitions, by

removing the stricken lines 26 and 27, leaving the current language. Motion died for a lack of a second. Discussion. Alderman Milton moved to amend Bill No. 5912, Line 127, by reverting back to the original language and removing all added language. Motion died for a lack of a second. Mayor Akers called for a vote on Bill No. 5912 as amended. Voting aye: King, Whiteis, Simmons, Skains and Seay. Nays: Milton. Motion carried.

BILL NO. 5913
DEFEATED

Approving High Density Residential (HDR) Zoning for the properties located at 121 Lenhart Lane, Branson, Missouri.

First Reading of Bill No. 5913, an ordinance approving High Density Residential (HDR) Zoning for the properties located at 121 Lenhart Lane, Branson, Missouri, was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5913. Alderman Skains so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Tim Davis, P.O. Box 1625, Branson, Missouri, thanked the Board for the opportunity to speak. He referred to the map and the green line that runs down the bottom center of the page and mentioned he owns the three lots to the west of it and is why he has a stake in what happens. He explained he's going to confine to the compatibility of this proposal with the Branson Community Plan 2030 and he provided excerpts of relevant sections to the Board. He referred to page 13 of the plan which highlights some of the themes and overarching objectives the City of Branson hopes to achieve through its planning structure such as protecting natural beauty and strengthening neighborhoods. In this particular case, there are several factors that relate to protecting the natural beauty of the community as the Friendly Hills neighborhood is in very prominent location on a hillside. It takes up an entire hillside overlooking Moonshine Beach, the Chateau's marina and the main body of Table Rock Lake in front of the dam. It's a high visibility area which is one factor considered in planning and zoning and is also steeply sloped; most of the land has a slope exceeding 30 degrees. It's also heavily wooded and in a natural state apart from the handful of luxury homes that are there. In terms of strengthening neighborhoods, it's a single-family neighborhood that's been there for almost 40 years, all the lots are large in size and the smallest lot is one acre. Mr. Davis stated all the homes are large, every home exceeds 3,500 square feet and most of the homes are 5,000 square feet. He referred to page 18 of the Community Plan 2030 which observes single-family residential is an endangered category in the City as only 11% of the property in the City is currently designated as a single-family. Mr. Davis pointed out page 20 highlights the proportion of single-family residential in the City has rapidly fallen from 1990 to 2010 and the portion of land that was single-family residential fell by half. As the plan notes, the City has very little residential zoned land which has been a problem it's struggled with. He explained when most people want to develop in Branson, they want to develop a commercial application, not a residential one. He feels the next page of the plan shows sensitive lands and Friendly Hills is clearly indicated for its high visibility and slope exceeding 30%. The plan also includes Branson's goals such as preserving natural beauty, focusing on places with mature trees that are already well forested, places of high visibility and places with steep slopes. He expressed concerns approving what's been proposed threatens all three of those things. If high density residential gets put in and the current proposal that's already been shown to the City is put in place, then five lodges would be put on one vacant lot, instead of placing one luxury, single-family home and high density residential would require rezoning to do that. He explained it's currently a vacant lot and the proposal is to put five lodges on one acre. He expressed his concerns over this and said he knows developers need to be able to build and make money, but feels they could build a luxury, single-family home on this lot and still make money. He's helped lifestyle contractors develop other places, but when he found out they wanted to put five lodges on one lot in his own neighborhood, he fired them as his client. Mr. Davis referred to page 93, Strategy 4.4 of the Community Plan 2030 which says cluster, high density residential uses should be along wider streets. He reported the private road that runs adjacent to these two lots are not public streets and the streets on either side are both private streets in a private subdivision. That in itself would clash with the Community Plan, placing high density residential on a narrow, private street. Strategy 4.5 says the City wants to maintain neighborhood diversity by retaining the size pattern of lots and building character of different neighborhoods within the community to the extent possible. He explained people aren't asking the City to expend any

money to do anything out of the ordinary, but their request is to simply maintain the current residential character of this neighborhood by keeping it single-family residential. That won't prevent them from building one luxury lodge on each lot and if they make certain provisions in the covenants, it would even allow people to use luxury lodges as nightly rentals. He feels five lodges on one lot is too much and he offered to answer any questions. He expressed appreciation for everyone's hard work and patience. (See attached handouts). Discussion.

Sean Martinez, 271 Lenhart Drive, Branson, Missouri, introduced himself as a homeowner in the subdivision and a trustee representing the subdivision. He commented not everyone was able to make it here tonight due to limitations, physical or otherwise, but he has letters he'd like to read from a couple of people who cannot be here. He read a letter on behalf of Scott Earls who feels the proposed zoning change from R-1 to high density residential in the Friendly Hills Subdivision should be denied. Mr. Earls feels his neighborhood already has about all the traffic its streets can handle because of the condos at the end of Lenhart Lane. Mr. Earls has lived there for 30 years, owns four lots and would really hate to see his subdivision's covenants trashed by this application to change them. Mr. Martinez read another letter from Mark Kirby which expressed his strong opinion that this zoning change from R-1 to high-density residential should be denied because it directly goes against the Friendly Hills Subdivision covenants. He owns the property on lot three, right next to the planned zoning changes. Mr. Kirby pointed out in his letter that the subdivision's covenants have clearly stated that only one single-family home, no smaller than 3,900 square feet can be built on the Friendly Hills Subdivision lot and no smaller than one acre among many other intentional restrictions. One can look in any direction and find all levels of high-density residential products, but they will not find another Friendly Hills Subdivision with luxury homes built on one acre, plus lots overlooking Table Rock Lake located in Branson. Mr. Martinez looked for a home from 2015 to 2019 and as he was looking for a home in the Branson area, this property became available. He didn't know what he was getting into, but feels it's been a gem with its location as it allows his daughter to attend Branson High School. She's very thankful for that and this is one of the few properties that's lakefront and close to Branson. Mr. Martinez expressed his family's concerns about the subdivision changing, because they purchased that lot and home because of the location and large lots. This goes directly against his subdivision's covenants and his neighborhood doesn't need another big developer coming in wrecking its covenants, leaving it open territory to the next developer. He added, there's plenty of that all over the place. He would really appreciate the Board's support and understanding and he hopes it will preserve the only community like this that's left and he feels it's the right thing to do.

Wayne Drummond, 186 Friendly Hills Drive, Branson, Missouri, expressed concerns for this development being too close to his neighborhood. He mentioned there used to be a strong barrier which can be seen on the map with the trees in the upper part. The covenants were passed long before the company bought these two lots and earlier this evening the Board annexed those two lots. He's never heard of a city ignoring the covenants of any residential subdivision and he feels his colleagues made a good presentation. His major concern and the reason he emailed the Board this morning, is these trees have already been removed and so has most of them in that area. Mr. Drummond reported the environment has been greatly impacted as bulldozers have already been very active on site number two. They have blasted with dynamite, used caterpillars to tear up the land, removed all of the trees on lot number two and bulldozers have started to take down the garage section of a home. As his colleagues have stated, the people in his neighborhood like the quietness and are not objecting to development, but think the company is in real violation for what they're doing on lots one and two. The Board has just approved the annexation of those two properties earlier and he mentioned serving as a planner and architect in other states and he's never heard of a city not honoring the annexation of existing property. His major objection is that the developer has already started without the Board's permission; this is the first reading and they've already torn down all the trees and half the house. He asked the Board to make a motion that the City will uphold the covenants that have governed that property and he thanked the Board for its time. Discussion.

Marc Rys, 171 Lenhart Lane, Branson, Missouri, introduced himself as a property owner of two lots to the left and owner of a house on the lot to the south. He's lived in that subdivision for 17 years now and has raised his two kids, ages 12 and 15. He agreed with Mr. Martinez's comments regarding it being a unique property as it's not in City limits, but is in the County and still has a Branson address. The property in question was just purchased from one of his previous neighbors and the subdivision just amended its

covenants and restrictions which was a contingency of them buying that house. They were completely aware of the subdivision's covenants and restrictions at the time they purchased the house. He explained he's not asking the Board to enforce covenants, but to make a decision that will do the right thing to stop a property like that from encroaching on and changing the character of the subdivision. He clarified people don't have any problems with them building a 3,900 square foot home and putting it in a vacation rental program, but for them to build five lodges there would definitely impact the character of the subdivision. Mr. Rys mentioned Mr. Drummond lives right across the street from the southern lot and Mr. Kirby lives directly south of the lot and they didn't buy homes there to have five lodges pop up in their backyards. He expressed there's a desire to cooperate and evolve with the new neighbor, but hopes the Board could stop the high density residential zoning from happening. Mr. Rys shared he hasn't heard anything from the developer or seen any site plans regarding where it wants to bring traffic into their properties. Currently, Friendly Hills Drive goes down south and already accesses this lot. Discussion.

Debra Johnston, 104 Lenhart Lane, Branson, Missouri, stated she owns three lots in Friendly Hills Subdivision and has called it home since 1999. She thanked the Board for the opportunity to voice concerns and recalled being drawn to Friendly Hills by its natural beauty. She ultimately built her home there because the subdivision had covenants which she understands the City isn't litigating. She grew up in Branson and watched the development of the community over the years and is precisely why she chose to build her home in a subdivision protected against high density residential developments. The property surrounding Friendly Hills has changed use over time, but she was always comforted that her neighborhood would remain the same because of its restrictions. The two lots being considered to change zoning were recently purchased with the knowledge of the covenants. If they are allowed to change the high-density residential zoning in the City, and assuming that some other property would be annexed into the City, it opens the door for more development in Friendly Hills that contradicts the nature of the single-family, residential neighborhood. She asked the Board to please deny the rezoning to reserve her neighborhood.

Mayor Akers asked for comments from the Board. Discussion. Alderman Simmons moved to postpone to the November 10, 2020 meeting. Motion died for lack of a second. Discussion. Vote aye. None. Nays: King, Whiteis, Simmons, Skains, Milton and Seay. Motion failed.

BILL NO. 5914

Accepting the proposal of Empire Energy, LLC pertaining to motor vehicle fuel.

First Reading of Bill No. 5914, an ordinance accepting the proposal of Empire Energy, LLC pertaining to motor vehicle fuel and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5914. Alderman Skains so moved, seconded by Alderman King. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

OTHER BUSINESS

Cancelling of 2020 Board of Aldermen meeting.

Mayor Akers stated the next item is cancelling of 2020 Board of Aldermen meeting. Mayor Akers asked for a motion to cancel the December 22, 2020 Regular Meeting. Alderman Skains so moved, seconded by Alderman King. Mayor Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

APPOINTMENTS

Mayor Akers stated this appointment process is in accordance with the Board and Committee Appointments Procedure. He announced the following appointments in Category 4:

Branson Housing Authority Board:

John Jeschke, Appointment to the Branson Housing Authority Board with a term expiring October 2024.

Outside Program Assistance Committee:

Edd Akers, Appointment to the Outside Program Assistance Committee with a term expiring September 2021.

Larry Milton, Appointment to the Outside Program Assistance Committee with a term expiring September 2021.

Jeff Matthews, Appointment to the Outside Program Assistance Committee with a term expiring September 2021.

Ted Martin, Appointment to the Outside Program Assistance Committee with a term expiring September 2021.

Melody Pettit, Appointment to the Outside Program Assistance Committee with a term expiring September 2021.

Cris Bohinc, Appointment to the Outside Program Assistance Committee with a term expiring September 2021.

Howard Boyd, Appointment to the Outside Program Assistance Committee with a term expiring September 2021.

DISBURSEMENTS

Mayor Akers stated the next item is the review of disbursements [(September 3, 2020 through September 25, 2020) See Master File for copies of disbursements] Mayor Akers asked if there were any questions regarding the disbursements. No discussion. Mayor Akers asked for a motion to acknowledge the receipt of disbursements from September 3, 2020, through September 25, 2020. Alderman King so moved, seconded by Alderman Simmons. Mayor Akers asked for any comments. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Mayor Akers reminded everyone next Tuesday is the General Election and he encouraged everyone to get out and vote. Municipal elections are in April which will include the tourism tax and all positions from Wards I, II and III and the Mayor position. He announced his intent to seek re-election.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman King so moved, seconded by Alderman Skains. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Meeting adjourned at 11:30 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

Handout Submitted by Dan Ruda for Item #24

Handout Item #24
~~Handout~~
From Dan Ruda



County of **TANEY**
State of Missouri

TANEY COUNTY COURTHOUSE
P.O. BOX 1018 FORSYTH, MO 65653
(417) 546-7268 FAX: (417) 546-7710

Devin Huff Denzil Brown Kathy Roberts Bridget Collins Angle Edwards
County Highway Admin. Assistant Admin. Admin Asst. III Admin Asst. II Receptionist

Date: October 27, 2020

Re: Fall Creek Road Improvements

To: Whom it may concern

The Taney County Road & Bridge Department is in the planning stage to improve a portion of Fall Creek Road from County Bluff Drive to Dandelion Court.

We will widen the Bluff View at Fall Creek side of the road with the existing Right-of-Way. Widening this portion of the road will improve the drivers sight distance. The other side of the road will remain the same and keep the existing drainage ditch.

Due to increased traffic, we will put a turn lane in at Country Bluff, the entrance to Bluff View at Fall Creek and on the property line towards Dandelion Court.

Sincerely,

A handwritten signature in black ink that reads "Devin Huff".

Devin Huff
County Highway Administrator







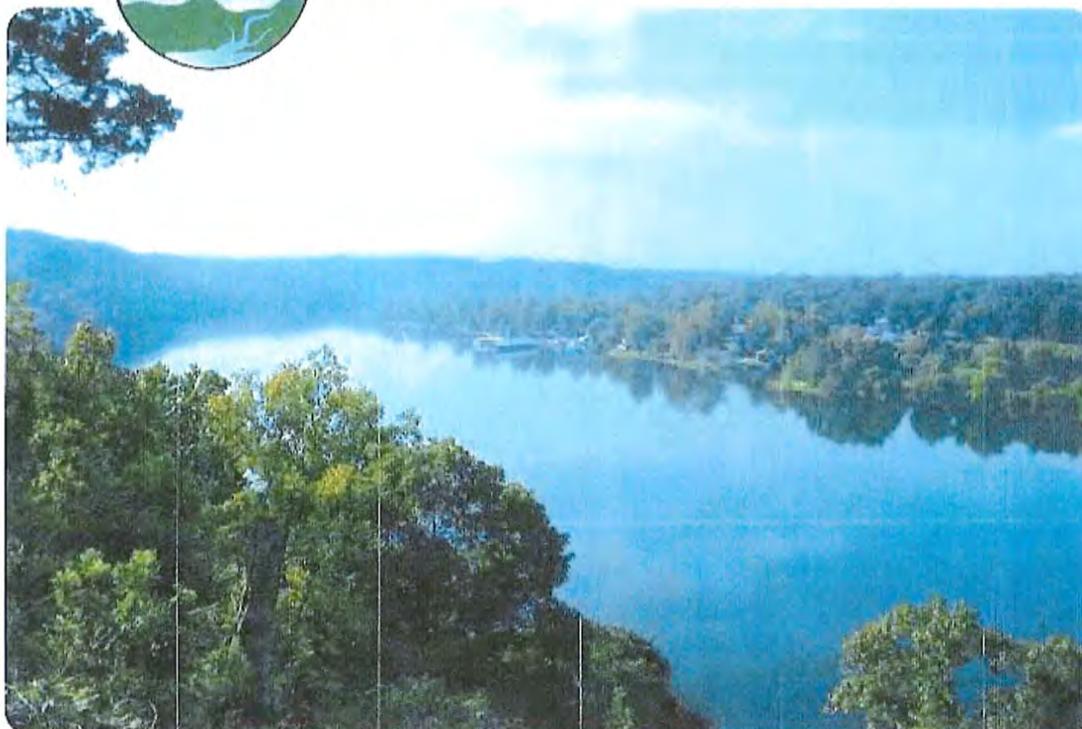


Handout Submitted by Tim Davis for Item #43

Handout Item #43
Handout from Tim Davis



Branson Community Plan 2030



Approved by Planning & Zoning Commission March 6, 2012
Resolution No. 12-22.1

Approved by Board of Aldermen March 27, 2012
Resolution No. 2012-R007

Prepared by
DESIGNWORKSHOP

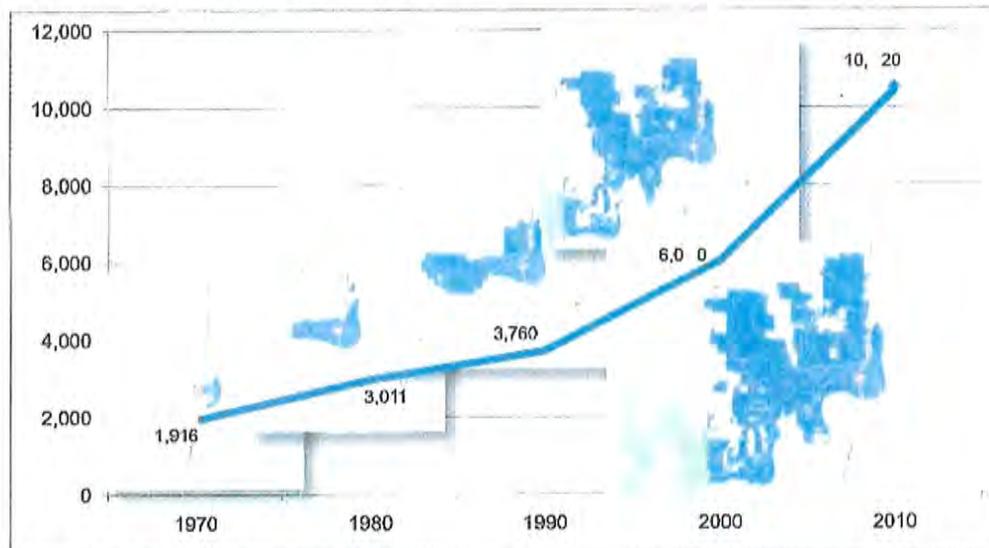
CONSISTENT THEMES

Through the information collection, stakeholder interviews and community surveys, the team heard consistent themes concerning Branson's future. The following list of items includes the issues that received the most attention throughout the Community Plan process. They are not listed as priorities, but rather to acknowledge what the community has consistently identified as important focus areas for Branson's future.

- **Maintain the Culture and Values of Our Ozark Mountain Legacy.** The Ozark Mountain Legacy defines the community's values and principles. The community expressed an interest in ensuring these values are preserved.
- **Annexation Policies.** Branson should concentrate development within the City limits to manage growth as efficiently as possible. The community agrees that the City should physically grow at a pace that is aligned with the City's ability to provide essential services (fire, police, sewer and water) to developments.
- **76 Country Blvd. Improvements.** The 76 Country Blvd. corridor (the "Strip") is a long, evolving entertainment district that has area for improvement. There is consensus that the Strip needs to be improved from a streetscape, pedestrian and automobile circulation, building rehabilitation/redevelopment and a safety perspective. 76 Country Blvd. was often characterized as 'lired'.
- **Infill Development First Before Growing Outward.** Before annexing new land, there is a priority to develop approved, unfinished planned developments, abandoned construction sites, and undeveloped lands within the existing City limits. There is a significant cost associated with servicing new property and the City should take advantage of the existing utilities in place before extending infrastructure and service to new developments on the City's fringe.
- **Protection of Natural Beauty.** Our Ozark Mountain sense of place includes the area's aesthetic appeal that attracts both visitors and permanent residents. As a result, our landscape needs to be maintained and enhanced. This includes the preservation of visible hillsides and steep slopes, which is supported by a majority of Branson residents as an appropriate measure in protecting natural assets.
- **Recreation Expansion.** The RecPlex has experienced a 45 percent increase in business since it opened in 2005 and its economic impact for the community has grown by 55 percent between 2008 and 2010. To keep up with demand of groups wanting to recreate in Branson and to continue serving as a destination for competitive sporting events, the recreation facilities need to be expanded. Additionally, to keep up with the demand of our citizens and visitors wanting to preserve and enhance their quality of life, community trails, bicycle paths and neighborhood parks need to be expanded.
- **Year Round Employment.** Branson's tourism economy creates challenging employment conditions for seasonal workers, a large percentage of Branson's workforce. Approximately 62% of the population contributes towards the dominant entertainment, retail and tourism economy. The community advocates an economic development strategy that attracts companies who can offer year round employment for Branson residents. These employers should complement the predominant professional industries that are in Branson today and the skills of the existing workforce including health care, information technology and light industrial businesses.
- **Diversify Entertainment Offerings.** In order for Branson to remain a preferred tourist destination for generations to come, it is believed the entertainment offerings need continual evaluation and improvement to appeal to the constantly changing demographics.
- **Update Zoning Regulations.** The existing zoning and municipal codes need to be updated to accommodate the policies in the Community Plan. The zoning regulations should be updated to include regulatory and financing incentives for infill development, overlay zones for vertically mixed-uses, a finer grain of detail for commercial and phasing requirements for Planned Developments, etc.
- **Strengthening Our Neighborhoods.** Our neighborhoods are the backbone of the community and we need to invest in them to insure the quality of life is preserved while protecting the values and investments of our community. Promotion of local pride will strengthen the sense of place and build a stronger community through relationships and involvement.

Background

Figure 2: Annexation History Compared to Population Growth



Source: Taney County GIS Data

Land Use

The predominant land uses in Branson are commercial, planned development and wilderness areas. The Branson land use diagram clearly demonstrates that Branson is an entertainment and commercial market that has a comparatively small permanent resident population. Development patterns have created a huge reliance on commercial sales tax revenues.

Table 1 shows the total acreage per each land use category. Similarly, Table 2 illustrates how the growth of each of the zoning categories has occurred from 1980 to 2010. Of the 8,372 acres of newly annexed land between 1990 and 2010, three percent was for agricultural uses, 18 percent for commercial uses, one percent for multi-family uses, 36 percent for Planned Developments and four percent for single family residential. Additionally, 36 percent of the annexed land was not zoned. According to local stakeholders, the common pattern of annexation has been construction within the County followed by City annexation so as to service the properties with adequate utilities.

Table 1: Land Use Distribution 2010

	Parcels	Acres	% of Total
Commercial	973	924 AC	7.5%
Entertainment	71	529 AC	4.3%
Lodging	465	819 AC	6.7%
Condominium	2,878	387 AC	3.1%
Multi-family	499	249 AC	2.0%
Single Family	2,252	1,401 AC	11.4%
Agricultural	82	1,631 AC	14.9%
Recreation	57	678 AC	5.5%
Open Space	32	1,664 AC	13.6%
Education	4	200 AC	1.6%
Health Care	22	42 AC	0.3%
Institutional	28	422 AC	3.4%
Religious	37	153 AC	1.2%
Industrial	2	15 AC	0.1%
Utilities	28	44 AC	0.4%
Vacant	1,751	2,922 AC	23.8%
		12,280 AC	100.0%

Source: Taney County GIS Data

Background

Table 2: Zoning Distribution (1990-2010)

Zoning District	1990		2000		2010	
	Acres	% of Total	Acres	% of Total	Acres	% of Total
AGRICULTURAL (A)	0	0%	200	2%	280	2%
COMMERCIAL (C)	1972	60%	3370	32%	3502	20%
DOWNTOWN (D)	15	0%	15	0%	15	0%
MOBILE HOME PARK (M-H)	8	0%	12	0%	10	0%
MULTI-FAMILY (R-3)	251	6%	305	3%	309	2%
PLANNED DEVELOPMENT (PD)	735	19%	3107	20%	3883	32%
SINGLE-FAMILY (R-1)	714	18%	985	9%	1080	9%
TWO-FAMILY (R-2)	14	0%	14	0%	14	0%
UNZONED	70	2%	2492	23%	3060	25%
WILDERNESS AREA (WA)	130	3%	130	1%	130	1%
TOTAL	3281	100%	10001	100%	17236	100%

Source: Taylor County GIS
Assumptions: No zoning changes have occurred during 1990-2010.

Residential

The City has very little residential zoned land, approximately 1,650 acres or 13 percent of the city's property. The residential is made up of 4,953 total units, 3,982 single family units, 991 multi-family units, including private ownership and rental units. Additional residential details are explained in the Housing Chapter.

Commercial

The City's existing commercial land use is largely made up of retail, entertainment and office properties, roughly 29 percent. The City experienced incredible commercial growth in the 1990's, directly attributed to the entertainment boom that occurred. To support this trend, the City's 2003 Comprehensive Plan suggests the City maximize commercial growth within the City's limits. The City's commercial property increased from 1,972 acres in 1990 to 3,370 acres in 2000, and then to 3,502 acres in 2010.

The broad commercial zoning category includes office, retail, lodging and entertainment uses. It is recommended that any future amendment to the zoning regulations provide a greater level of detail and description for varying types of commercial uses within the City such as: retail, regional commercial, mixed-use, office, etc. The downtown is a separate zoning category but permits all the same uses as those within the commercial category, except for residential and facilities for substance abuse.

The tourism industry in Branson is the largest economic driver in the City. The City also has a regional draw for retail, with two large outlet shopping centers: Tanger Outlet mall and The Shoppes at Branson Meadows. The Hilton Branson Convention Center, with 220,000 square feet of flexible meeting space,

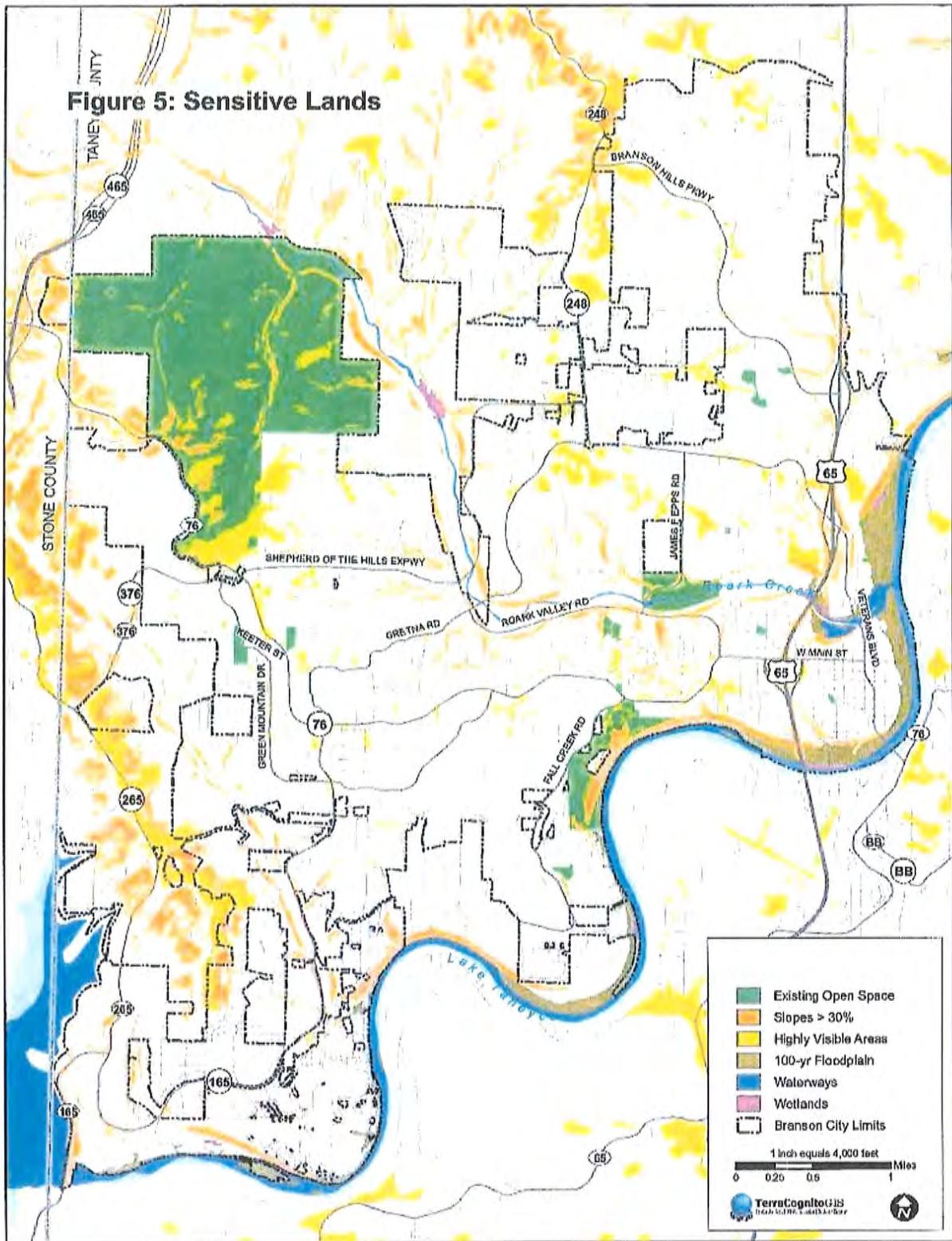
has attracted a conference business sector to the City and diversifies the City's year round offerings.



Shoppes in the town of Branson

Office properties within the City limits are limited; however, the overall office vacancy is roughly 31 percent. The low supply of office and high vacancy implies the low demand for this type of use. There are some low-intensity office uses within the downtown including City Hall. Commerce Park has 15 pads available for office and/or industrial development that have been vacant for months. The 200-acre master planned project has been platted and was originally planned for business incubation and expansion.

Figure 5: Sensitive Lands



Strategies & Actions

LU-7: Sustainable Development. Branson will be environmental stewards of the land by protecting natural systems and by promoting sustainable development.

LU Strategy 7.1 Preserves Natural Beauty. Preserve the area's natural beauty by enhancing, protecting and preserving Branson's sensitive lands, including steep slopes, waterways, floodplains, and biodiversity corridors.

- 
 - Action 7.1.1 Develop regulations for lands with a 30 percent slope and greater.
- 
 - Action 7.1.2 Develop criteria for sensitive land classification (i.e. percent slope, visible hillsides, 100 or 500 year floodplain, etc.).
- 
 - Action 7.1.3 Identify and map the sensitive lands as defined by the community and various stakeholders using Geographic Information Systems (GIS).
Work with the community and stakeholders to determine what is appropriate for long-term preservation and protection and what the priorities are.
- 
 - Action 7.1.4 Provide regulations and standards for development within the identified sensitive lands via a zoning amendment.
- 
 - Action 7.1.5 Research additional methods for protecting sensitive lands and implement the most suitable initiatives and incentives (i.e. publicly formed conservation areas, land owner partnerships, purchase options, etc.).
- 
 - Action 7.1.6 Work with local agencies to identify, purchase and rehabilitate (where necessary) sensitive lands.

LU Strategy 7.2 Sustainable Development Practices. Encourage the use sustainable design and development practices for all new projects.

- 
 - Action 7.2.1 Define and document the application of sustainable development standards such as Leadership in Energy and Environmental Design (LEED) or similar sustainability standards in the zoning and building code.
Sustainable development standards should apply to both building design and site design criteria.
- 
 - Action 7.2.2 Identify incentives for projects that use and meet sustainability standards.
- 
 - Action 7.2.3 Provide a more efficient approval process for projects that meet sustainable development standards.

Note: As an example, in Scottsdale, Arizona developments that go through the Leadership in Energy and Environmental Design (LEED) process got an expedited approval with the City because it is known that the US Green Building Council (USGBC) will have put the application through a rigorous process that the City would then not have to do.

Strategies & Actions

CC Strategy 3.5 Streetscape. Enhance the streetscape within the 76 Country Blvd. public right-of-way.

- 
 - » Action 3.5.1 Develop a cohesive, sustainable (long-lasting) landscape themes for the length of the 76 Country Blvd. public right-of-way and areas that abut the public right-of-way to reflect the Ozarks character.

Consider topography, different districts or zones along the highway, native plant species and a varying landscape treatment. Work with a landscape architecture consultant to define the appropriate landscape treatment.
- 
 - » Action 3.5.2 Work with private landowners to implement site landscaping on private property along the street to improve the overall streetscape. Coordinate the streetscape concept for the entire corridor (per Action 3.5.1).
- 
 - » Action 3.5.3 Utilize street trees to reinforce, define and connect space and corridors created by buildings and other features along 76 Country Blvd..
- 
 - » Action 3.5.4 Utilize streetscape amenities such as public art, lighting, designated landscape zones, ornamental streets trees, special paving materials to create visual interest.

CC-4: Neighborhoods. Branson will be a city of cohesive, diverse, attractive and safe neighborhoods.

CC Strategy 4.1 Neighborhood Identity. Each neighborhood within the City will have a distinct identity.

- 
 - » Action 4.1.1 Work with businesses and property owners to form Neighborhood Organization(s) to establish a formal organizational structure making future decision making activities and communication more effective.
- 
 - » Action 4.1.2 Work with identified neighborhoods to develop an action plan and to encourage the formation of neighborhood organization where appropriate.

CC Strategy 4.2 Signage. Provide a clear, consistent signage for Branson neighborhoods.

- 
 - » Action 4.2.1 Encourage the design and construction of gateways or neighborhood identify signage that reflects the character of each neighborhood.

CC Strategy 4.3 Pedestrian Experience. Promote a safe, efficient and enjoyable pedestrian experience through residential neighborhoods.

- 
 - » Action 4.3.1 Establish an interconnected system of streets, sidewalks and walking/ bicycle paths within neighborhoods to improve the pedestrian experience.
- 
 - » Action 4.3.2 Design neighborhood streets to discourage speeding and cut-through traffic (i.e. narrow streets, speed tables, on-street parking, etc.).

CC Strategy 4.4 Compatibility. Promote the capability of uses near residential neighborhoods.

- 
 - » Action 4.4.1 Cluster higher density residential uses along wider streets that can accommodate higher traffic volumes. Transition medium density products to the lower density neighborhoods.

Strategies & Actions



- Action 4.4.2 Promote a mix of housing types and scales to accommodate the needs of current and projected residents including large lot, small lot, apartments, townhomes, senior and attainable housing.
Refer to the Housing chapter for additional strategies and actions related to housing types and quantities.

CC Strategy 4.5 Character. Embrace a diversity of residential character and forms while promoting cohesiveness and livability.



- Action 4.5.1 Maintain neighborhood diversity by retaining the size, pattern of lots and building character of different neighborhoods within the community to the extent possible as new development occurs.

CC Strategy 4.6 Streetscape. Enhance the streetscapes within Branson neighborhoods.



- Action 4.6.1 Encourage the design and development of residential buildings that address the street and encourage pedestrian activity.

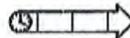


- Action 4.6.2 Require all streets to include a sidewalk on at least one side of the street, detached from the curb by a landscape strip.



- Action 4.6.3 Identify, improve and maintain sidewalks within existing neighborhoods that need repair. Align efforts with CIP budgets.

CC Strategy 4.7 Public Spaces. Provide frequent, connected public spaces in a variety of forms through Branson neighborhoods.



- Action 4.7.1 Ensure all residents are within ¼ mile or a five-minute walk of a public space such as a park, plaza, or school, etc.



- Action 4.7.2 Ensure natural features including waterways, wetlands, steep slopes, floodplains and significant trees are incorporated into all neighborhood designs and are designated as shared community amenities.



- Action 4.7.3 Connect public spaces via pedestrian/bicycle paths, sidewalks, greenways or pedestrian friendly streets.

CC Strategy 4.8 Neighborhood Improvement Districts. Consider the formation of Neighborhood Improvement Districts to help fund infrastructure, public sidewalks and other public improvements.



- Action 4.8.1 Assess and identify the neighborhoods that need revitalization and that may warrant a Neighborhood Improvement District.



- Action 4.8.2 An Improvement District technique must obtain two-thirds vote from the property owners within the designated district to approve its creation.

CC-5: City Gateway. Branson will have notable, pronounced gateways into the City with a distinguishing landscape character and identifying elements that project community values and leaves a lasting impression of the community on visitors.

**PLANNING COMMISSION
REGULAR MEETING**

October 6, 2020
7:00 PM
Council Chambers

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

CALL TO ORDER

ROLL CALL

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

Commissioners Absent: Commissioners Nichols, O’Day, Richards and Seay

Staff Present: Joel Hornickel Planning & Development Director
Chris Lebeck City Attorney
Kendall Powell Utilities Operations & Development Manager
Randy Fogle Division Fire Chief of Technical Services
Stanley Kauffman Police Sergeant

PUBLIC COMMENTS

None.

REGULAR AGENDA ITEMS

1. Approve Minutes

a) August 4, 2020 Regular Meeting

MOTION:

Motion by Commissioner Loyd and seconded by Commissioner Howden to approve the August 4, 2020 minutes as presented by staff. Motion unanimously carried.

OLD BUSINESS

None.

PUBLIC HEARING AGENDA ITEMS

- 2. Request to Amend Resolution 12-1.10 to Allow Outdoor Animal Exhibits within the Property Located at 2020 West 76 Country Boulevard, Branson, Missouri.
Project No. SU20-7 (SU20-000007)
Owner/Applicant: Branson’s Wild World Inc./James Kelly**

Speakers: Mr. James Kelly

MOTION:

Motion by Commissioner Howden and seconded by Commissioner Loyd to amend Resolution 12-1.10 and approve Resolution SU20-7 as presented.

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

Motion to approve Resolution SU20-7 carried with a 6-0 vote.

- 3. Request for High Density Residential (HDR) Zoning for the Properties Located at 121 Lenhart Lane, Branson, Missouri.
Project No. ZO20-6 (ZO20-000006)
Owner/Applicant: Lifestyle Contractors LLC/Lisa Allen**

Speakers: None

MOTION:

Motion by Commissioner Romine and seconded by Vice-Chairperson Davis to approve Resolution ZO20-6 as presented.

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

Motion to approve Resolution ZO20-6 carried with a 6-0 vote.

**4. Request for a Municipal Code Amendments to Chapter 94 – Zoning, Pertaining to Special Events.
Project No. 20-12.2 (20-12000002)
Owner/Applicant: City of Branson**

Speakers: None

MOTION:

Motion by Commissioner Howden and seconded by Commissioner Romine to approve Resolution 20-12.2 as presented.

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

Motion to approve Resolution 20-12.2 failed with a 1-5 vote.

**5. Request for a Municipal Code Amendments to Chapter 94 – Zoning, Pertaining to Microbreweries.
Project No. 20-12.3 (20-12000003)
Owner/Applicant: City of Branson**

Speakers: None

MOTION:

Motion by Commissioner Howden and seconded by Commissioner Romine to approve Resolution 20-12.3 as presented.

Motion by Commissioner Howden and seconded by Vice-Chairperson Davis to amend line 82 of Resolution 20-12.3 to read “12:00 p.m. and 10:00 p.m. daily”.

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

Motion to amend Resolution 20-12.3 failed with a 3-3 vote.

Motion by Commissioner Howden and seconded by Commissioner Loyd to amend line 82 of Resolution 20-12.3 to read “11:00 a.m. and 10:00 p.m. daily”.

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

Motion to amend Resolution 20-12.3 carried with a 6-0 vote.

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

Motion to approve Resolution 20-12.3 as amended carried with a 6-0 vote.

COMMISSIONER & STAFF REPORTS

Mr. Hornickel stated he appreciated the Commissioners continued patience with the virtual meetings and their format. He stated there would be at least one item on their November agenda.

ADJOURN

Motion by Vice Chairperson Davis, seconded by Commissioner Howden, and unanimously carried to adjourn the meeting at 8:38 PM.



Clark Harris, Chairperson

11-5-2020
Date



Joel Hornickel, Planning & Development Director

11/5/2020
Date



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ADOPTING A BUDGET, A CAPITAL PROGRAM, A PAY/MERIT PLAN AND A RESERVE POLICY FOR THE CITY OF BRANSON, MISSOURI FOR THE FISCAL YEAR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- A special budget meeting was held on October 17 between the Board of Aldermen, Budget & Finance Committee and Capital Committee to discuss the proposed budget.
- The ordinance adopts the 2020 Budget and the 2020 Capital Program as attached to the ordinance.

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 stewards on behalf of our residents and businesses.

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ADOPTING A BUDGET, A CAPITAL PROGRAM, A PAY/MERIT PLAN AND A RESERVE POLICY FOR THE CITY OF BRANSON, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

DETAILED ANALYSIS:

This ordinance adopts the Budgets for January 1, 2021 through December 31, 2021 and appropriates amounts for the purpose as set forth therein. A public hearing notice has been published and will occur prior to approval of the first reading.

A special budget meeting was held with the Budget & Finance Committee, which also included the Capital Committee and the Board of Aldermen. This meeting was held to answer questions and consider appropriations for these budgets. Additionally, the annual tax levy has been approved and is reflected in this budget.

The budget has been balanced and includes \$454,500 in General Fund Capital items, all of which have been identified in the Capital Program Summary. In addition, there are \$120,020 in Public Safety Fund one-time expenditures.

Attached to the ordinance are the summary pages for each fund to be considered by the Board of Aldermen for adoption. Also included are the Capital Programs Summary and Reserve Policy. Staff will continue to report, on a regular basis, to the Board of Aldermen and Budget & Finance Committee on the financial condition of the 2021 budget.

AN ORDINANCE ADOPTING A BUDGET, A CAPITAL PROGRAM, A PAY/MERIT PLAN AND A RESERVE POLICY FOR THE CITY OF BRANSON, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

WHEREAS, the City Administrator of the City of Branson, Missouri, submitted to the Board of Aldermen a budget for the Fiscal Year 2021, including a reserve policy; and

WHEREAS, a public hearing was held on the budget on October 27 2020.

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

- Section 1: That a budget for the Fiscal Year 2021 for the City of Branson, Missouri is hereby adopted, a copy of which is on file with the City Clerk. A summary of the budgeted appropriations is attached hereto and incorporated herein as Exhibit "1".
- Section 2: That the Capital Program Summary is hereby approved and attached hereto and incorporated herein as Exhibit "2".
- Section 3: That a Pay Plan/Merit plan for the Fiscal Year 2021 are hereby approved and attached hereto and incorporated herein as Exhibit "3".
- Section 4: That the Reserve Policy is hereby approved and attached hereto and incorporated herein as Exhibit "4".
- Section 5: That from the effective date of the budget, to wit: January 1, 2021, amounts shown therein are appropriated for the various departments, offices and agencies specified therein and their expenditure is hereby authorized. All expenditures for the city shall be limited to the total appropriation as shown.
- Section 6: The City Administrator is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the budget as adopted for the aforesaid fiscal year.

Read, this first time on this _____ day of _____, 2020.

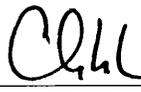
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

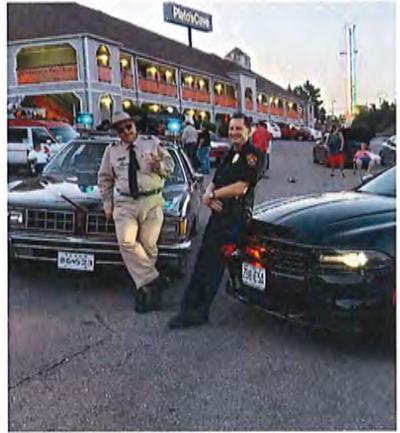
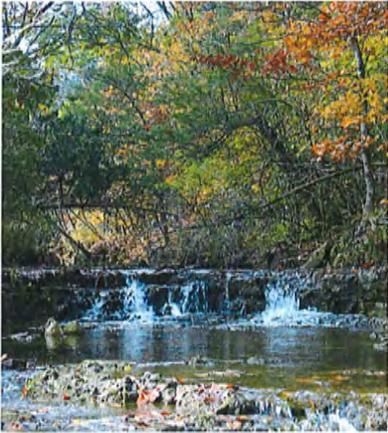
Lisa K Westfall
City Clerk

 #51831 11/4/20

Chris Lebeck #51831
City Attorney



FY 2021 BUDGET



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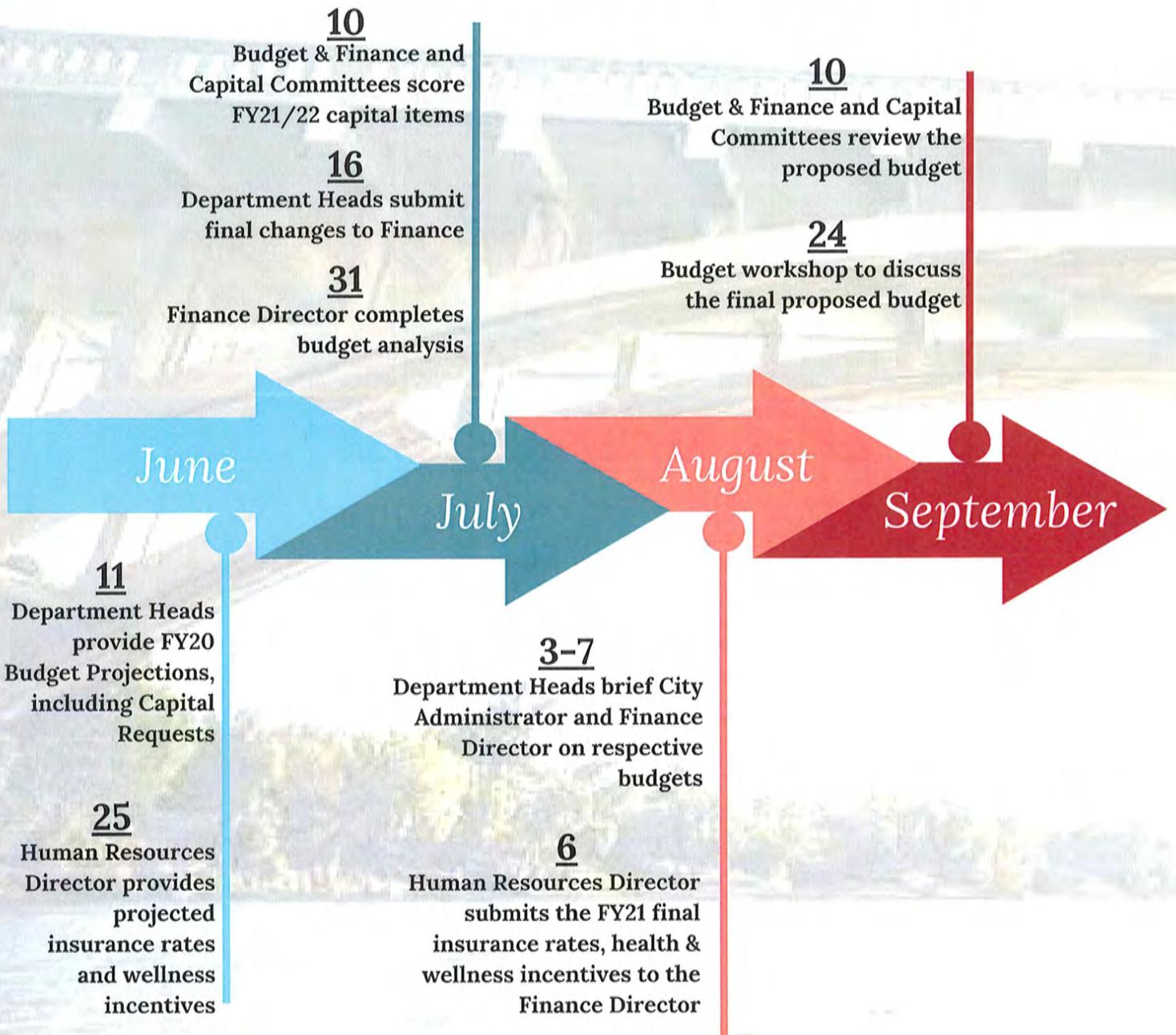
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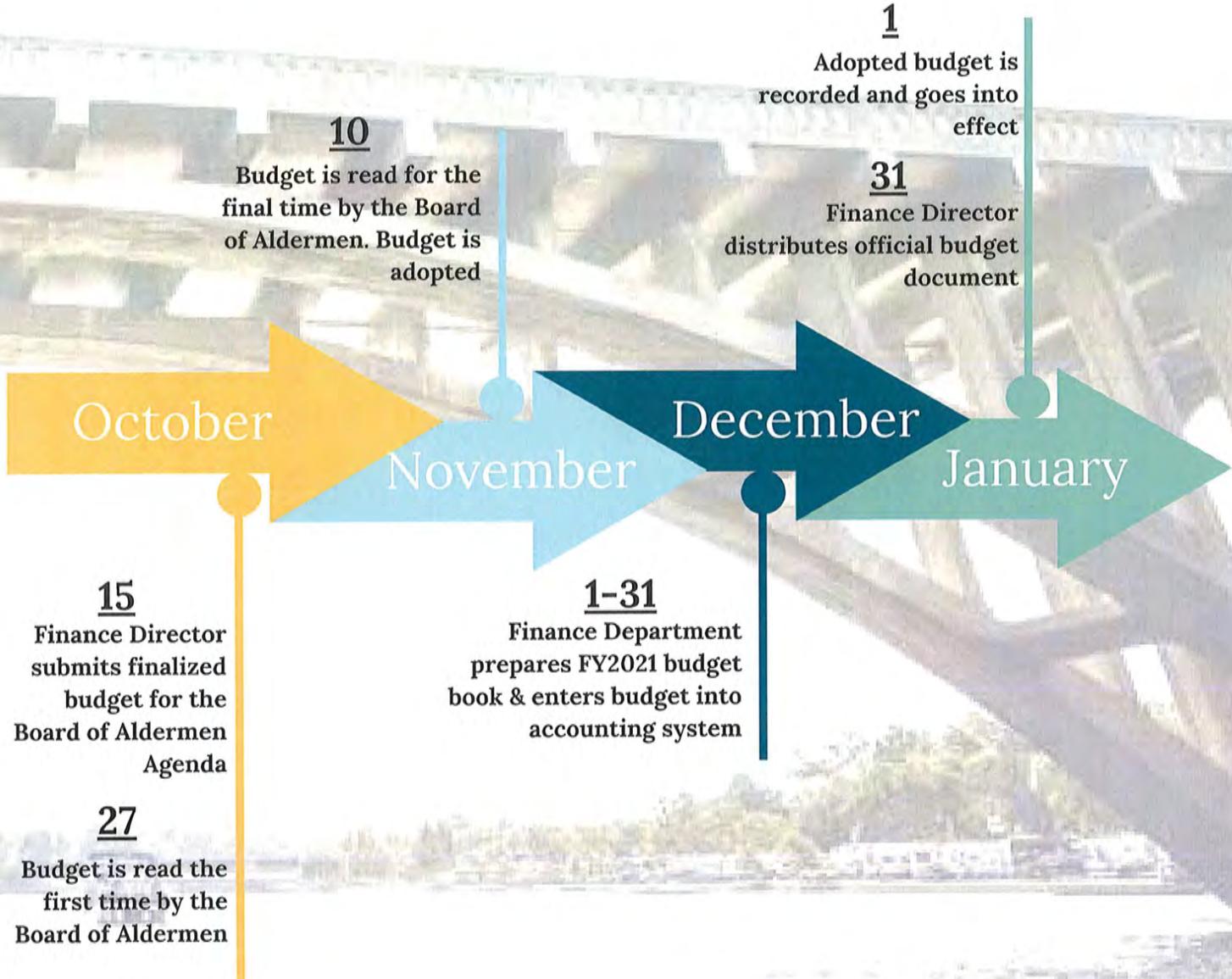
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2021 TIMELINE



The annual budget process is designed to meet the requirements of the ordinances of the City of Branson and the statutes of the State of Missouri. Beginning in FY2017, the City moved to a biennial budget process which required all departments to create their budgets for a two year time span.



Finance Director's Note

The FY2021 budget has been prepared and crafted in an environment where strategic thinking is necessary. Through this difficult year in which our budget has been compressed as a result of a worldwide pandemic, the City of Branson is faced with difficult challenges in an effort to sustain our ongoing operations and still provide the high quality municipal services given to us as a result of the Community Plan 2030.

The City of Branson has a responsibility to work through these challenges and implement sustainable and ongoing solutions. The Priority-Based Budgeting tool is a great resource to find the solutions to guide our city forward into a financially successful future. This tool directs financial decisions based upon our city's priorities. It is important that we as a City use this tool in it's entirety. Once the priorities have been established, and the data is then presented by program, then the difficult and final piece of this process is making the decisions that are best for the entire city, while keeping to the goals given to us by our community. Priority-based budgeting has given our city opprotunities to change our mindset from what we have always done and to re-purpose and reallocate necessary funds for future long-term needs.

The next year continues to hold financial challenges due to continued uncertainties. It remains vitally important to take inventory of all the programs our City offers and ask the important questions: Why do we do what we do: How do the programs we provide impact the overall goals that our community has given us?

The City of Branson has a responsibility to work through these challenges and implement sustainable and ongoing solutions.

Lastly, we want to thank all of our departments and our city leadership that have taken the time to be involved in the budget process this year. It's a complicated effort that takes cooperation from all departments and staff levels to create this document.

Jamie Rouch
Finance Director

GENERAL FUND

FY2020

ASSUMPTIONS & PROJECTIONS

01. SALES TAX

Per the COVID financials assumes a 45% reduction in sales tax receipts of original FY2020 budgeted receipts

02. YEAR-END PROJECTIONS

All departments completed 2020 year-end projections.

03. PERSONNEL

3% Maximum merit increase for 2020
2% Market adjustment

04. ADDITIONAL PERSONNEL CHANGES

Hiring freeze for 22 full-time positions in FY2020 per COVID financials

Projected Reserve

30%

The 2020 year-end reserve balance is projected to be 30%. In multi-year budget projections, the reserve is estimated to decrease to 26% by 2025 as a result of capital and one-time expenditures. Operational expenditures for 2021-2025 are balanced with the revenues.



GENERAL FUND

FY2021 BUDGET

*No new employees
are budgeted in
the General Fund
for the 2021 budget
year.*

FY21 Market Adjustment.....	0.0%
FY21 Max Merit Increase.....	3.0%
FY21 Sales Tax Increase*.....	-22.0%
FY21 Health Insurance Increase.....	0.0%

**calculated based on FY2019 actual receipts*

\$238,580	DEBT SERVICE
\$400,000	CONVENTION CENTER SUBSIDY
\$750,000	PARKS & RECREATION SUBSIDY
\$5,735,833	PUBLIC SAFETY SUBSIDY
\$163,717	PUBLIC SAFETY TRANSFER (CODE ENFORCE)
\$290,000	BALLPARKS OF AMERICA SUBSIDY
\$0	CAPITAL EXPENDITURES
\$0	INTERNAL SERVICE FUND TRANSFER
\$34,000	ONE-TIME EXPENDITURES

The City also budgets dollars on an annual basis to assist various social agencies located within Branson. Below is a breakdown of dollars budgeted for this function in 2021:

TANEY COUNTY PARTNERSHIP.....	\$10,000
TANEY COUNTY AIRPORT.....	\$10,000
HEALTH DEPARTMENT.....	\$180,000
HOUSING AUTHORITY.....	\$90,000
SERVICE AGENCIES.....	\$70,000

WATER/SEWER FUND FY2021 BUDGET

FY21 Market Adjustment.....	0.0%
FY21 Max Merit Increase.....	3.0%
FY21 Water Rate Increase.....	2.0%
FY21 Sewer Rate Increase.....	7.0%

\$1.3M*

FY21
Total Capital

**Contingent upon grant approval and Taney County approval*

TRANSPORTATION FUND FY2021 BUDGET

FY21 Market Adjustment.....	0.0%
FY21 Max Merit Increase.....	3.0%
FY21 Sales Tax Decrease*.....	-20.0%

\$0

FY21
Total Capital

**calculated based on FY2019 actual receipts*

PUBLIC SAFETY FUND FY2021 BUDGET

FY21 Market Adjustment.....	0.0%
FY21 Max Merit Increase.....	3.0%
FY21 Sales Tax Decrease*.....	-19.0%

751K

FY21
Total Capital

One-Time Expenditures..... \$150,240

**calculated based on FY2019 actual receipts*

TOURISM FUND FY2021 BUDGET

FY21 Tax Decrease*.....	-44.0%
-------------------------	--------

\$0

FY21 Tourism Marketing..... \$1,503,980

FY21 Debt Service..... \$3,438,296

FY21
Total Capital

**calculated based on FY2019 actual receipts*

2021 Economic Outlook

There are many economic growth indicators for 2021, although it is difficult to know the lasting effects of the global pandemic on the city's economy. Even with the pandemic, there have been several positive developments that have occurred in 2020. For example, WonderWorks opened in the location of a previously closed theater; Silver Dollar City added a new, multi-million dollar attraction, the Aquarium on the Boardwalk is slated to open in October; and the expansion of the 76 Entertainment Community Improvement District concluded in June.

Travel is expected to continue to be much more restricted.



Photo of Ball Parks of America courtesy of Branson Chamber of Commerce



Photo courtesy of WonderWorks

2021 Factors

PANDEMIC

It's expected the Coronavirus pandemic will continue to have effects on the local, regional, national and global economies into 2021. Several different factors, including a possible vaccine, may potentially change the outlook. At this time, it's difficult to know the exact impact.

NATURAL DISASTERS

The city's Emergency Response Team keeps a cautious eye on expected rain patterns and potential severe weather outlooks that may affect the local economy. The team is constantly practicing drills and other disaster mitigation measure to reduce potential impacts.

LEGISLATIVE AGENDA

The city must continue to watch legislative activity at the state and local level for potential legislation that may have adverse effects on the local economy. For example, with the shut-down and an even greater shift to online shopping, a state-wide use tax for each taxing jurisdiction would ease financial woes brought on by the inability to collect sales tax on certain purchases.

UNEMPLOYMENT

As of the August jobs report, national unemployment fell to 8.4% in August. This may be a sign that the economy is reopening and potential for further jobs gains.

Economic Forecast

	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Forecast 2020	Forecast *2021*	Forecast *2022*
Branson Sales Tax Growth	2.0%	-0.4%	2.0%	1.2%	-36.0%	26.7%	20.0%
Branson Tourism Tax Growth	9.1%	-1.9%	4.9%	-4.4%	-45.0%	1.0%	44.4%
Branson Average	5.6%	-1.2%	3.5%	-1.6%	-40.5%	13.9%	32.2%
Kiplinger Report					-5.8%		
CBO (Jan. 2019)					-5.9%	4.8%	2.2%
Real U.S. GDP Growth (World Bank)					-5.2%	4.2%	
Mar. 2019 Federal Reserve Projections					-6.5%	5.0%	3.5%
Missouri FY20 Budget Document					1.9%	2.1%	
Apr. 2019 WSJ Econ. Forecast Survey					-5.6%	4.7%	3.2%
National - Avg. Forecast of Others	1.6%	2.3%	2.9%	2.3%	-5.8%	4.2%	3.0%
Branson Compared to National Avg.	4.0%	-3.5%	0.6%	-3.9%			

* For City of Branson forecasts, although there are large expected growth percentages in 2021 and 2022, sales & tourism tax revenues are not expected to return to pre-COVID (2019) levels until at least FY 2023.

FISCAL HEALTH



One way the city monitors fiscal health is to determine how financial decisions today impact ability to not only provide current services, but future services as well. Through PBB, the city can map revenues and expenses as well as future projections for fund reserves. In this section, we provide summaries for the four main operating funds the city is required to maintain minimum reserves per municipal code.

- 01 GENERAL FUND**

The General Fund is required to maintain a 20% reserve by municipal code. The city's Reserve Policy states that operating reserves may only be used for emergency purposes resulting from the following: adverse impact on expenditures from a natural disaster such as flooding or a tornado; unexpected loss or reduction of a key revenue source; price changes mandated by another governmental entity; volatility in certain special program funding; unexpected lawsuit liability.
- 02 PUBLIC SAFETY FUND**

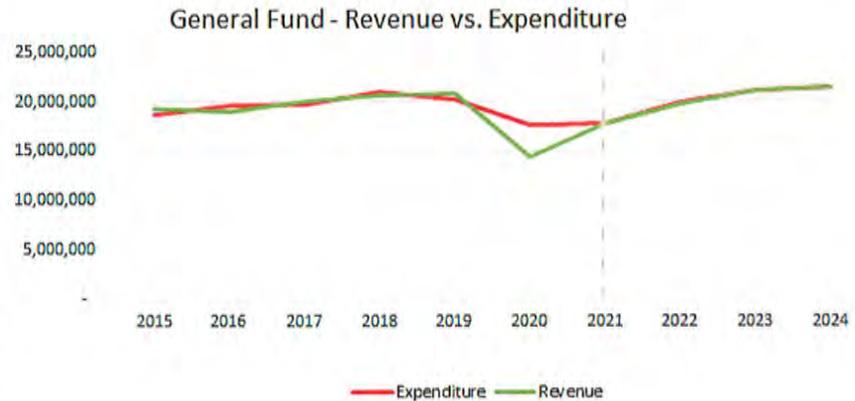
The Public Safety Fund is required to maintain a 20% reserve by municipal code. The fund's revenue sources are the 0.5% Public Safety Sales Tax and an annual transfer of \$7.7 million from the General Fund.
- 03 PARKS FUND**

The Parks Fund is required to maintain a 10% reserve by municipal code. The fund's revenue sources are mostly made up of user fees and an annual subsidy from the General Fund.
- 04 TRANSPORTATION FUND**

The Transportation Fund is not required by code to maintain a minimum reserve balance. The funds revenue sources include the 0.5% city-wide Transportation Sales Tax and transfers from the Tourism Fund.

General Fund

The graph to the right (GF-Revenues VS. Expenditures) represents the city's total annual revenues compared to total expenses. Expenditures outpaced revenues in 2016, 2018, 2019 and are expected to exceed revenues again in 2020.

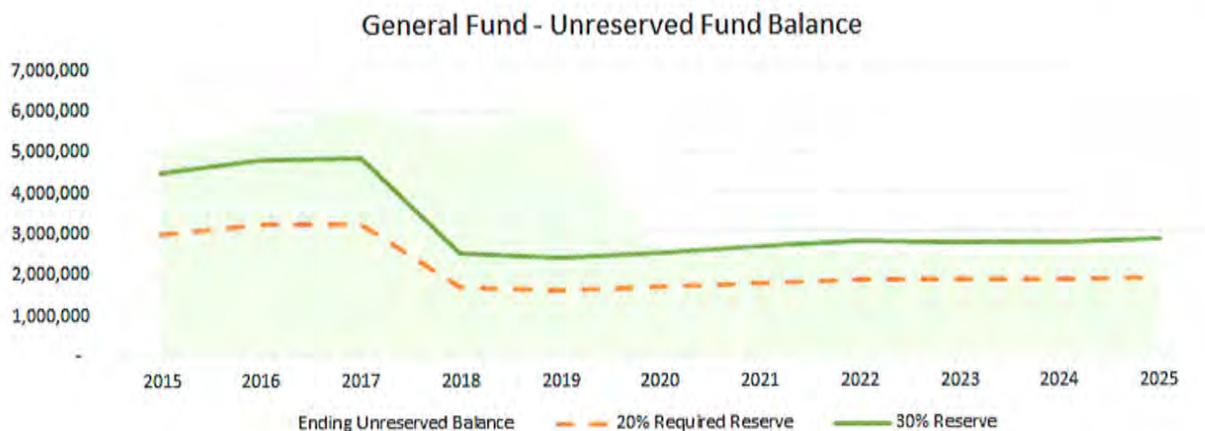


General Fund revenues are largely made up of the 1% General Sales Tax, Property Taxes, and fees for services. Decreases to business activity, as a result of COVID-19, have caused a sharp decline in revenues for the fund. It's expected that for each month the fund sees reduced revenue, it will take 5-6 months of recovery.

Each year, the city is required to pass a balanced budget. Revenues and Expenditures typically become out of balance due to budget amendments.

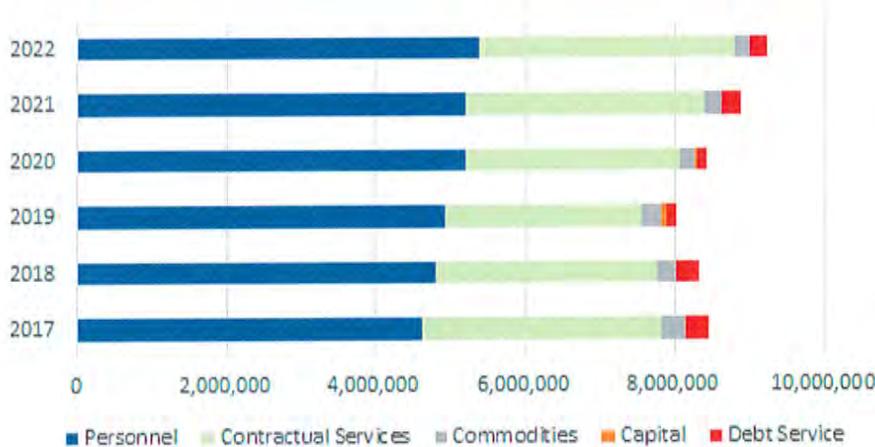
When expenditures exceed available revenue, the fund must use its reserves. By ordinance, the General Fund must maintain a 20% reserve.

A reserve amount is calculated based on annual operational expenditures. Operational expenditures do not include one-time purchases or dollars spent on capital items. The graph below shows the General Funds ending unreserved balance for years 2015 - 2025.



General Fund cont'd

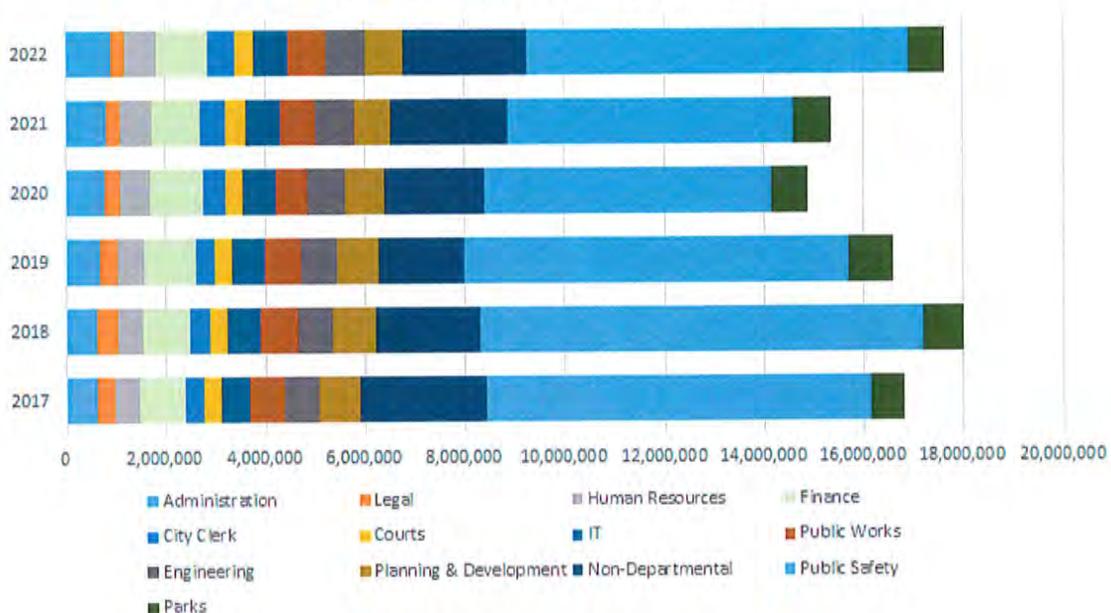
General Fund Spending by Category



For FY2021, personnel expenses account for 58.8% of General Fund (GF) operational expenditures and only 58.1% of operational expenditures in FY2022. Contractual services make up the next largest category of GF spending, followed by commodities and debt service.

The General Fund (GF) is the primary funding source for many departments. Total operational expenses from the GF for FY2021 are \$8,860,930. Operational expenses in the GF have grown by an average of 1.7% annually. These operational expenses include debt service and city-wide contractual services. Additionally, the GF will transfer \$5.9 million to the Public Safety Fund (which includes the Police and Fire Departments) and \$750,000 to the Parks and Recreation Fund to fund the operations of those departments.

General Fund Spending by Department



Public Safety Fund

The graph below (Public Safety- Revenue vs. Expenditure) represents the city's total annual revenues compared to total expenses for the Public Safety Fund. The Public Safety Fund is the newest fund created after the passage of the Public Safety Sales Tax.

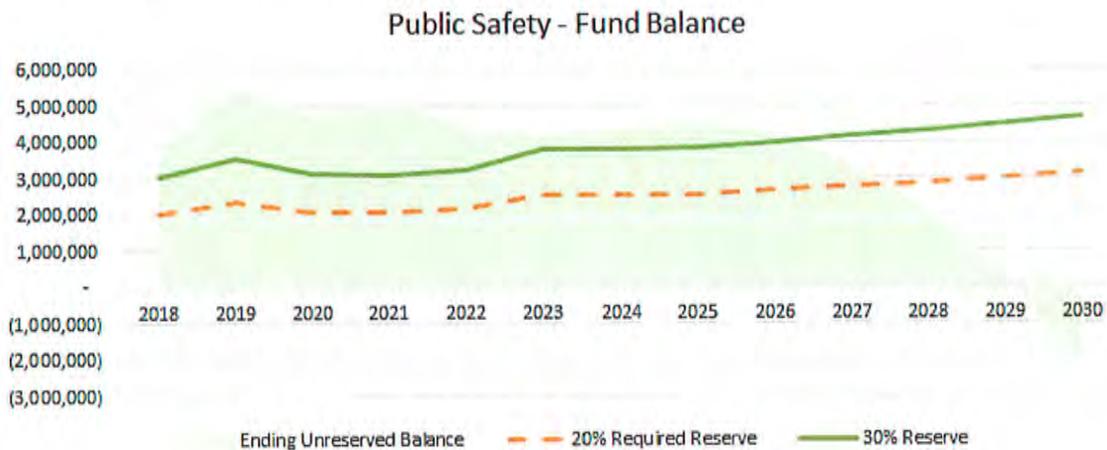


Revenues in the fund are made

up solely of tax receipts from the Public Safety Sales Tax and an additional annual transfer-in from the General Fund of nearly \$7.7 million, although this amount will be decreased in FY2021 due to an overall decrease in revenues due to COVID-19.

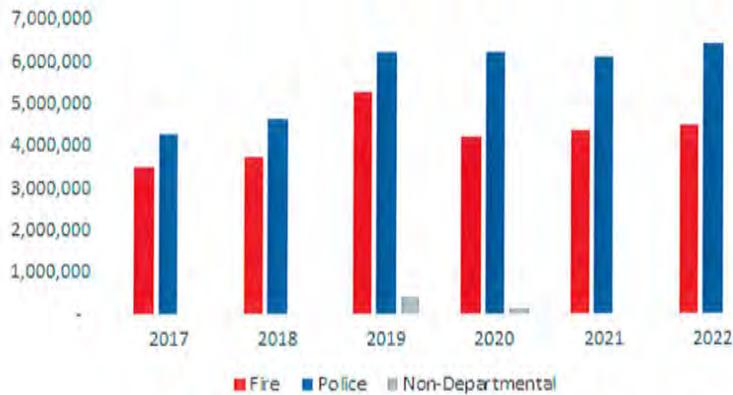
By 2024, the revenue and expenditure gap begins to close and in 2024 expenditures will outpace revenues. Debt associated with the new planned Police and Fire Stations is a significant contributing factor for expenditures outpacing revenues. Additionally, operational expenditures associated with the hiring of new staff also contribute to the imbalance.

Like the General Fund, the Public Safety Fund's budget must maintain a 20% reserve and must be balanced on an annual basis for approval. Budgetary considerations for future years that will affect the fund's unreserved fund balance is debt service on a new Fire Station #4 and a new centrally-located, larger police station.



Public Safety Fund cont'd

Public Safety Spending by Department



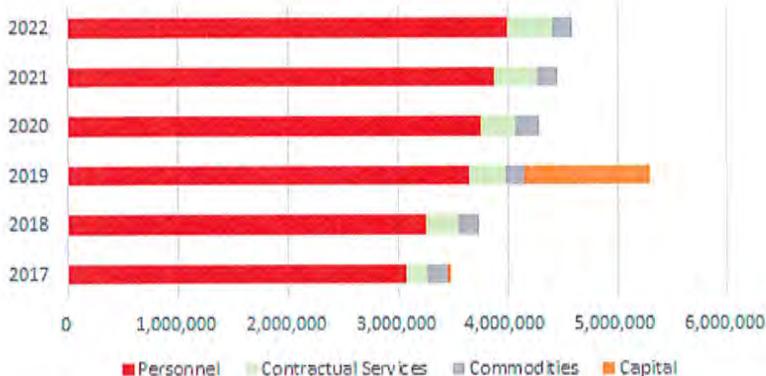
For FY2021, the Fire Department accounts for 41.7% of Public Safety expenditures and the Police Department accounts for 58.3%. Total average growth for the funds expenditures are 6.2% annually since the Public Safety Sales Tax was approved by voters in 2018.

Police Department Spending by Category



Police personnel expenses account for 91.4% of all departmental expenditures in FY2021. Average annual growth in the departmental budget is 11.8% since 2018, or an increase in the annual budget in FY21 of \$2.2 million over 2018 actual expenditures.

Fire Department Spending by Category



Fire personnel expenses account for 88.9% of all departmental expenditures in FY2021. Average annual growth in the departmental budget is 4.8% since the new Public Safety Sales Tax was approved by voters in 2018, or an increase in the annual budget in FY21 of \$724 thousand.

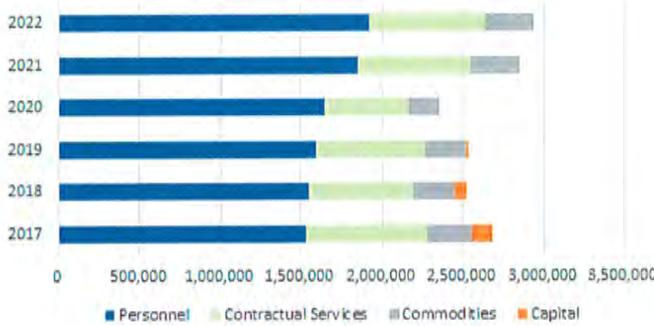
Parks Fund

The graph to the right represents the city's total annual revenues compared to total expenses for the Parks Fund. Revenues for the Parks Fund come from various fees charged to customers, such as Campground customers and those utilizing other services such as the pool and ball programs

Parks & Rec Revenue vs. Expenditure



Parks & Rec Spending by Category



Parks & Rec personnel expenses account for 64.9% of all departmental expenditures in FY2021, followed by contractual services, commodities and capital projects. The average annual growth in the departmental budget is 3.2% since 2018, or an increase in the annual budget in FY21 of \$323 thousand.

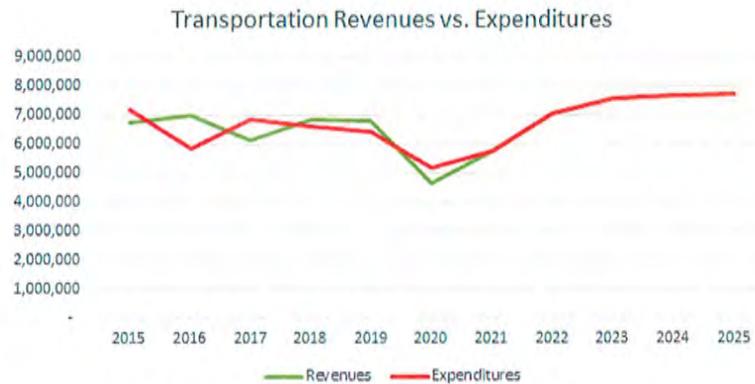
The Parks Fund also relies on an annual subsidy from the General Fund. Similar to the General and Public Safety Funds, the Parks Fund is also required to maintain a reserve, although the minimum amount is only 10% of operational expenditures.

Parks & Rec Fund Balance

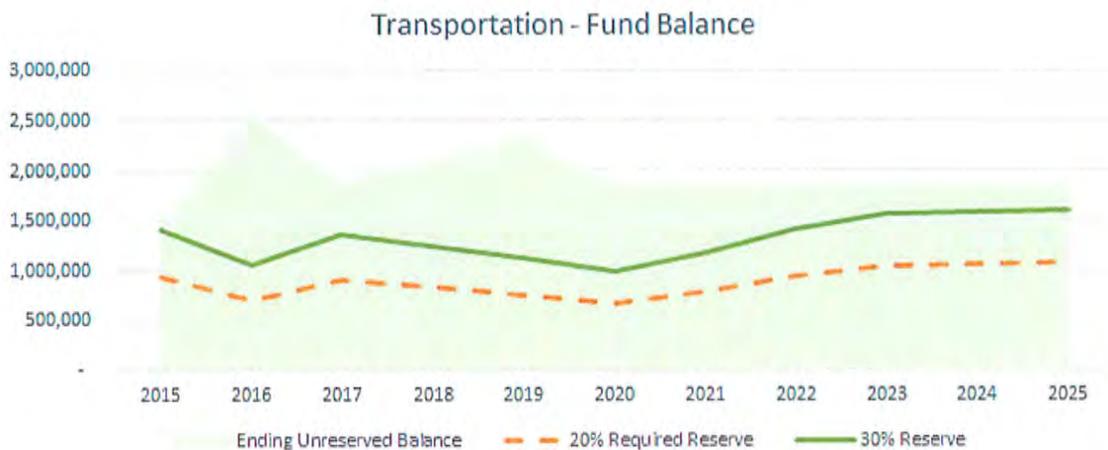


Transportation Fund

The graph to the right (Transportation-Revenue vs. Expenditure) represents the city's total annual revenues compared to total expenses for the Transportation Fund. The revenues for the Transportation Fund come from the City's 0.5% Transportation Sales Tax and County Aid Road Trust (C.A.R.T.) Funds distributed by the State of Missouri from the state's gas tax.



The Transportation Fund relies on an annual transfer from the Tourism Fund. The Tourism Fund receives revenues from the city's Tourism Tax and is required by state statute. The revenues from the Tourism Tax are restricted to marketing and infrastructure expenditures. Thus, the Tourism Fund transfers dollars to be used on projects such as roads, sidewalks, bridges and other infrastructure-related expenses. Unlike the other funds discussed, there is no minimum reserve requirement per municipal code for the Transportation Fund.



Transportation Fund cont'd

Transportation personnel expenses account for 35.0% of all departmental expenditures in FY2021, followed by contractual services, commodities and capital projects. The average annual growth in the fund's budget has decreased by 1.4% since 2018.

Transportation Fund Spending by Category



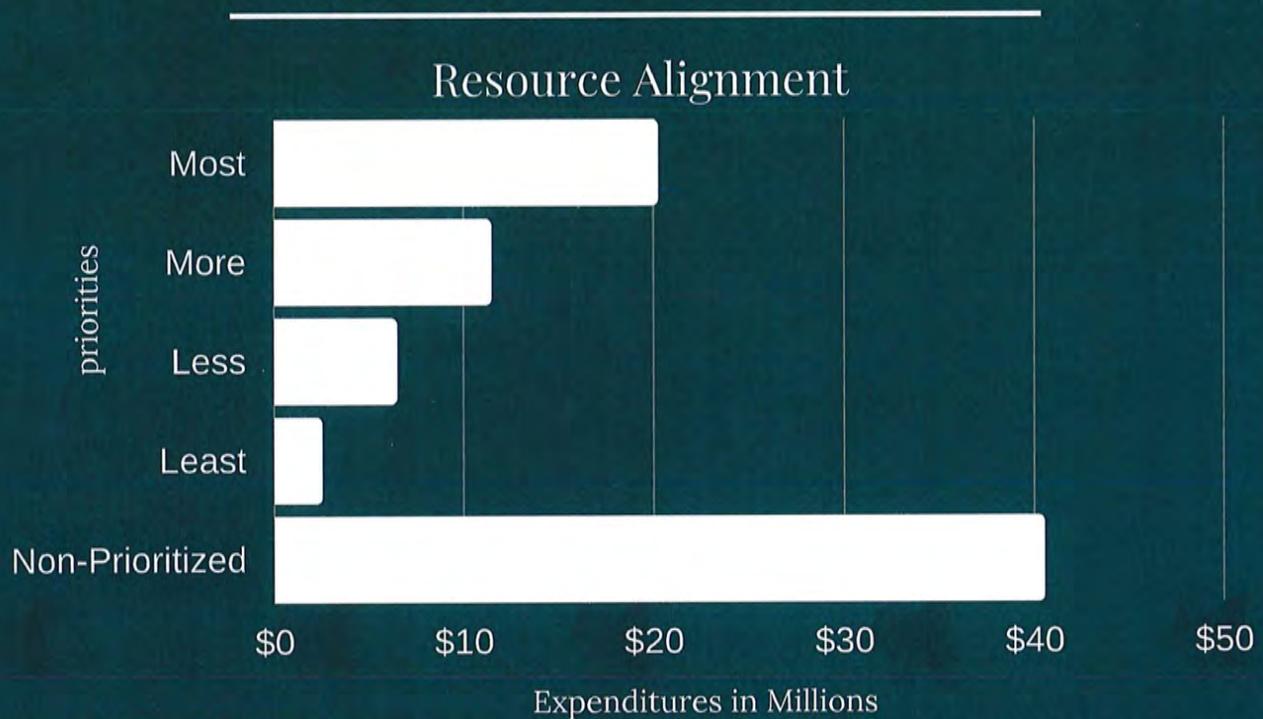
The decrease in average expenditure growth is mostly attributed to the decrease in dollars available for capital expenditures in 2020 and 2021 due to COVID-19. Personnel, contractual services and commodities have stayed roughly flat each year since 2018, or seen only minimal growth.

About Priority-Based Budgeting

Public budgeting has traditionally been incremental in nature - the last year's budget serves as the basis for the budget of the following year. This method, however, rarely supports the complex nature of funding government services.

Branson utilizes a priority-based budgeting (PBB) model because it provides a comprehensive review of the entire organizations operating budget, identifying and ranking services (programs) offered on the basis of the community's priorities. The process enables the city to link funding decisions to priorities in the strategic plan. The city identifies "Results", which are the fundamental reason our organization exists and what we are in business to provide. Result definitions detail and expand on the factors influencing the results our organization aims to achieve - and for which all services/programs would then be gauged by and ranked on.

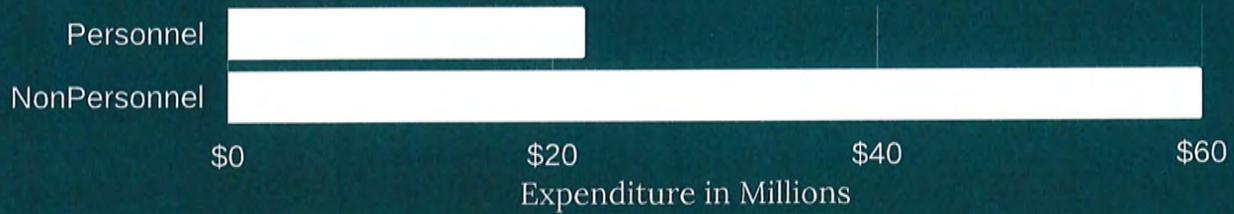
In the graph below, about \$40.1 million dollars of the city's 2020 budget could be prioritized into programs/services provided by the city.



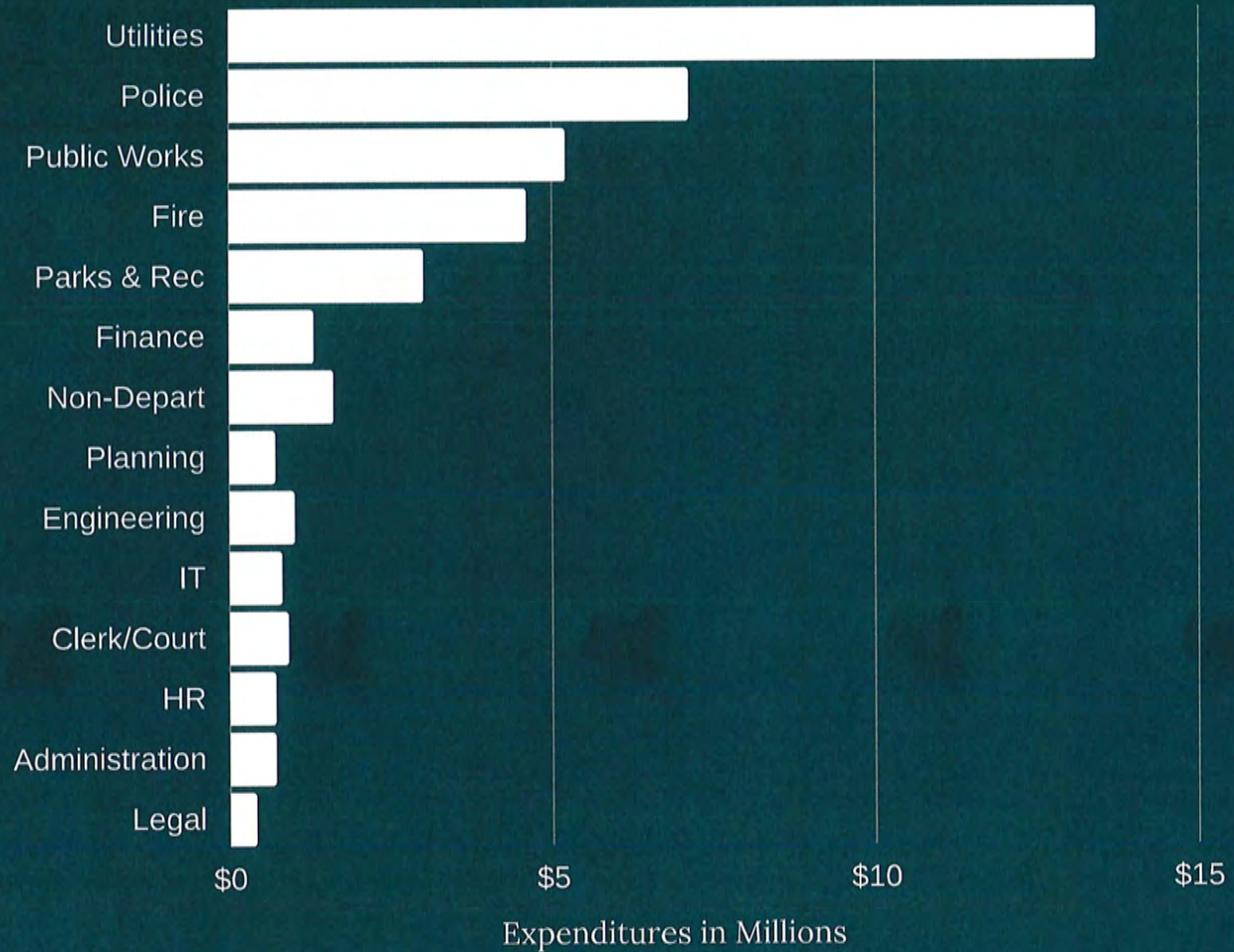
The remaining \$40.5 million of non-prioritized dollars are attributed to specific funds and other expenditures that cannot be prioritized, such as debt service.

NOTE: The graphs below only represent "prioritized" costs and do not represent the city's entire annual operating and capital budgets and/or expenditures. These costs were assigned based on the original 2020 budget and do not reflect budget cuts as a result of COVID-19.

Program Cost by Type (all funds)

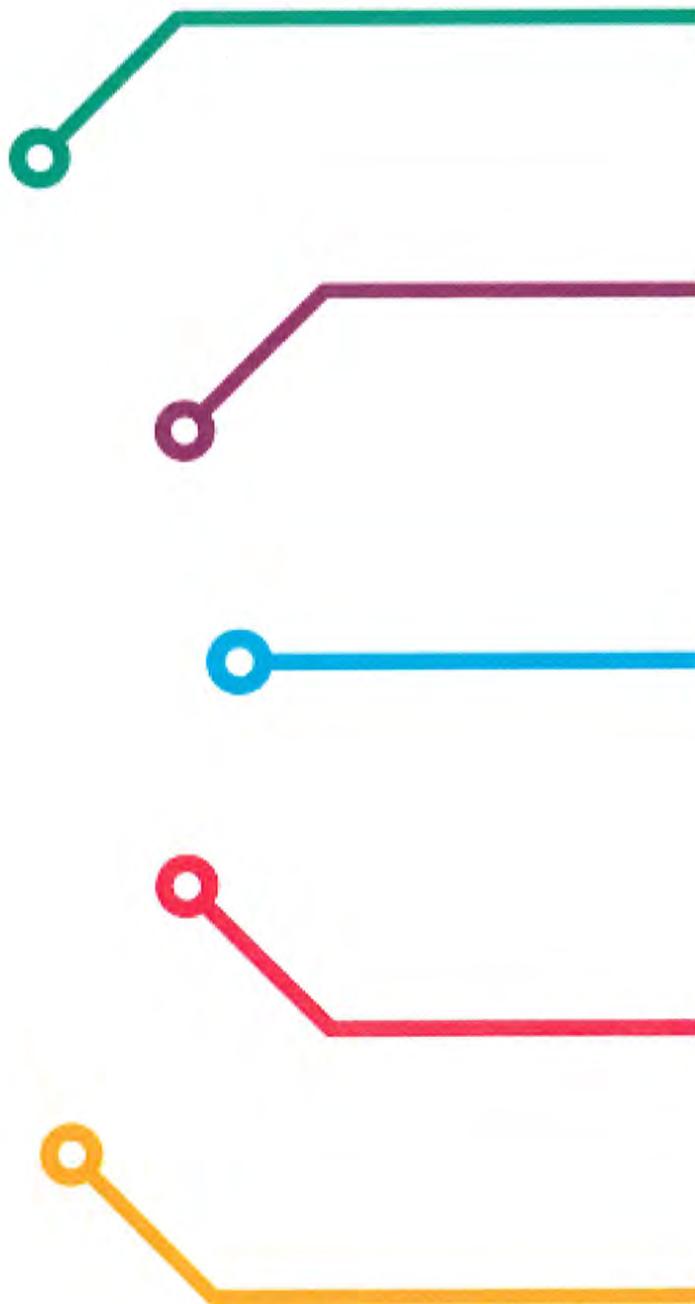


Program Cost by Department (all funds)



5 STEPS PROCESS OVERVIEW PRIORITY-BASED BUDGETING

The methodology involved in implementation of Priority-Based Budgeting process can be broken down into five distinctive steps:



Determine & Clarify Vision/Results

01

These results are based on best practices and align with other initiatives (for example, a strategic plan) that have defined an organization's goals. Two sets of results were created to distinguish between community-oriented and government-oriented results. These "Result" areas are further supported by definitions. At a high level, "Results" are the fundamental reason that an organization exists, and what an organization is in the business to provide.

Identify Programs & Services

02

Each department then sets out to develop a comprehensive list of programs and services offered by that department (what exactly we do). These "Program Inventories" build a common understanding of what the organization is offering to the community and in support of internal operations and procedures. The inventories include description of the program including services provided, and identify the program as either community or government-centered.

Allocate Costs/Resources to Programs

03

After program identification, departments then provide comprehensive and detailed cost information for each individual program. Through this process, departments estimated the level of staff time and other department budget expenditures/costs dedicated to each program, as well as identifying any revenues generated from these services. These were each labeled as personnel or non-personnel costs.

Score Programs Based on Results

04

In this step, departments then evaluate each program on how the program contributes to achieving each results. Departments also score other attributes of each program, such as level of mandate, the amount of cost recovery, change in demand, and the portion of community served by the program. Once departments score their programs based on the Results, multi-departmental teams conduct follow-up review and validation.

Resource Alignment Diagnostic Tool

05

In the final step, program costs and scores are combined into a comprehensive Resource Alignment Diagnostic Tool. This tool allows for multiple methods of sorting information, gives a visual representation of how the organization allocates money to each program, and how those programs rank relative to each other in order of highest to lowest priority.

Impact of Re-Purposing Budget Dollars

The City has many success stories since first implementing priority-based budgeting in 2014. As of August 2019, the city was one of the first of five cities practicing PBB to reallocate and re-purpose over 10% of their budget dollars.

Two ways that the City has made better use of funds is through reallocation/re-purposing of resources and the creation of partnerships. The unprecedented impact of the global pandemic on local government budgets has resulted in cities making difficult financial decisions. The struggle to balance decreasing revenues and maintaining public services provides the perfect atmosphere to review ongoing programs and services.

Global impact on local and regional economies means that local governments must adapt to changing patterns faster than ever before. In the case of the pandemic, there is significant economic impact in the way of revenues (especially sales tax receipts) and rapidly changing demands in service and types-of-service levels in the city.

So don't let anybody tell you that the County is broke – We are FAR from broke.

We want our lower priority programs to be the funding source for our most impactful, highest priority initiatives.

**Brad Karger,
Marathon County Colorado Administrator**

The quote above comes from the Administrator of Marathon County Colorado, Brad Karger. Karger's argument is not that the county is out of money to fund the services provided, but instead that the county should focus first on the most impactful, highest priority programs and ensure that public dollars are not directed toward the lower priority programs. It will take constant review of the programs the city provides to determine if we are achieving community needs in light of changing conditions. This may mean difficult decisions to be made by citizens and leadership to what programs and services will continue and those that should end.

The easiest way to accomplish this task is to review existing programs provided by the city. First, we should identify the programs that score the lowest against our community priorities. Next, there are a series of questions that we can ask ourselves to determine the continued viability of each program. The next page identifies various policy questions that we can utilize to identify which programs to continue, which to end and those that simply need to be modified.

Policy Questions to Ask



Are we over-providing to high mandate programs with low relevance?

There are programs that we are required to provide, either by federal regulation, state statute or our own municipal code. However, we still have the ability to examine these programs to identify opportunity to reduce the level of service, while still maintaining the integrity and compliance of the program.



Are we over-providing to our self-imposed mandates?

Similar to the previous question, we may examine our own mandates for opportunities to reduce service level requirements or to re-examine if we even wish to continue to provide the program or service.



Are there service sharing options with other political organizations?

There may be opportunities to provide a service at a reduced cost by forming public-public partnerships. Examples of this include the city's contract with the Taney County Health Department for inspection services and the Biosolids Coalition.



Are there public-private partnership opportunities?

Along the same lines as the previous question, there may be some services that the city wishes to provide, but lacks the expertise or ability to provide. An example of this type of service is the public-private partnership with a management company to operate the Branson Convention Center.



Are there programs best provided by the private sector?

Sometimes it no longer makes sense for the public sector to provide a service. Additionally, the public sector may also unintentionally compete with existing private sector businesses, or private sector businesses may enter into service sectors that were previously unprofitable.



If we want to keep a lower-performing program, is there opportunity to recover cost?

Lastly, if there are programs that exist that do not meet the city's priorities, yet have a strong public commitment, there may be opportunities to either streamline costs or recover costs through service fees.



Provides for efficient & effective traffic flow that makes it easy to travel throughout the City while ensuring a connected system of trails & pedestrian friendly walkways

Preserves and revitalizes the historic character of its downtown, ensuring that its buildings are well-maintained and contribute to the scale and quality of the district as a pedestrian-friendly destination point

Reduces visual clutter, improves way-finding with an improved signage system and offers a clean, visually appealing and sufficiently regulated community appearance

Sustains and invests in a community of cohesive, diverse, attractive and safe neighborhoods;

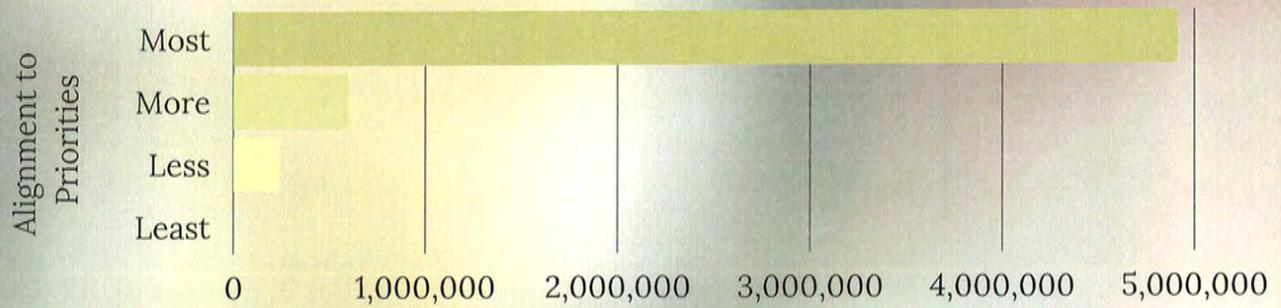
Community Character

Enhances its major corridors within the City with cohesive, attractive and distinguishing landscape character, signage and other identifying elements that project community pride and visual interest

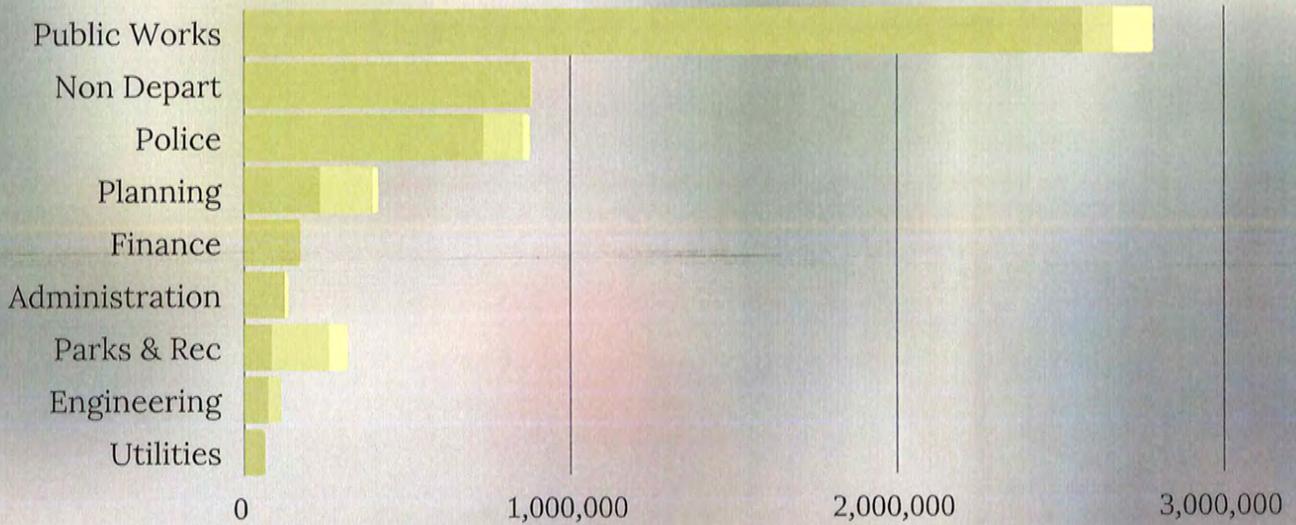
Ensures that 76 Country Blvd. supports properties and buildings that contribute to the character of Branson as a unique entertainment destination and offers safe, congestion-free traffic flow

Offers notable, pronounced gateways into the City with distinguishing landscapes and identifying elements that project community values, leaving a lasting impression on visitors

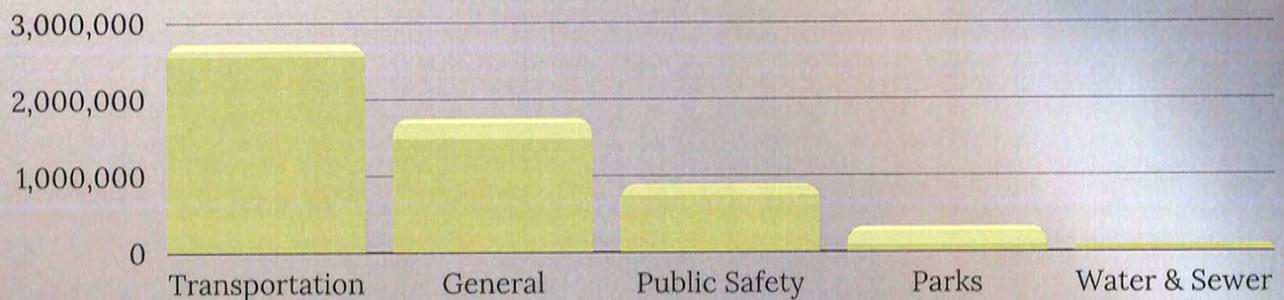
SPENDING BY LEVEL OF CONTRIBUTION TO COMMUNITY CHARACTER:



COMMUNITY CHARACTER CONTRIBUTION BY DEPARTMENT:



COMMUNITY CHARACTER SPENDING BY FUND:





Safety, Health & Socioeconomic

Builds a strong community by encouraging the formation of a centralized, collaborative effort to help and support the life needs of children, families and neighborhoods

Promotes and sustains a clean, properly regulated and visually attractive community that ensures access to a reliable utility network that delivers safe, clean water, manages wastewater treatment and provides effective storm water management

Offers protection from harm and wrongdoing, enforces the law, promptly responds to calls for service, and is adequately prepared for all emergency situations

Shares and celebrates its community values in all facets of customer service, business and inter-community support

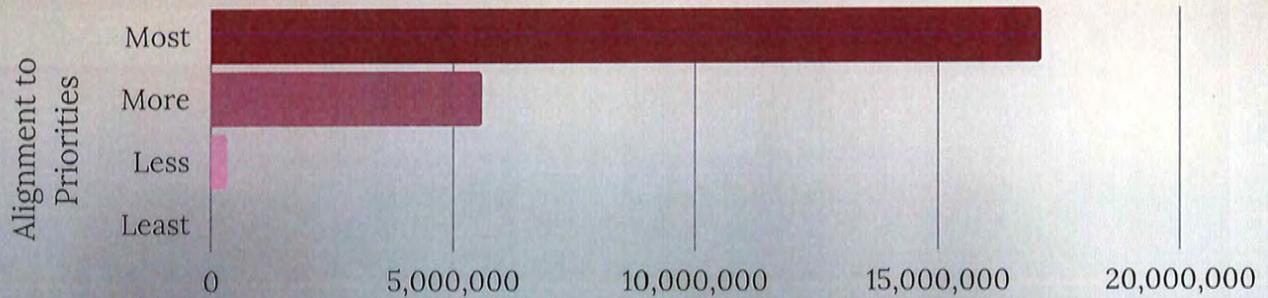
Provides for the overall personal safety of its residents and visitors through a visible presence, prevention activities and community education

Designs and provides a safe public infrastructure network that is well maintained, accessible and enhances traffic flow and mobility for motorists, pedestrians and cyclists

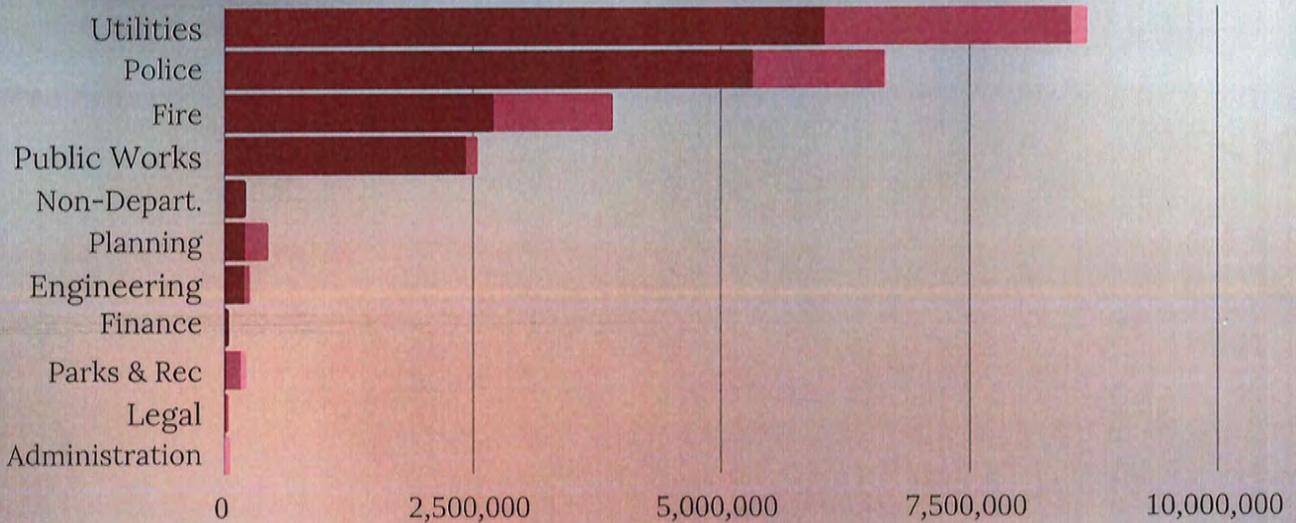
Ensures residents have access to a health care network, offering mental, dental, physical and medical care, while promoting a healthy and active community lifestyle

Encourages and supports an adequate supply and variety of housing that meets the diverse needs of the community, its residents and workers

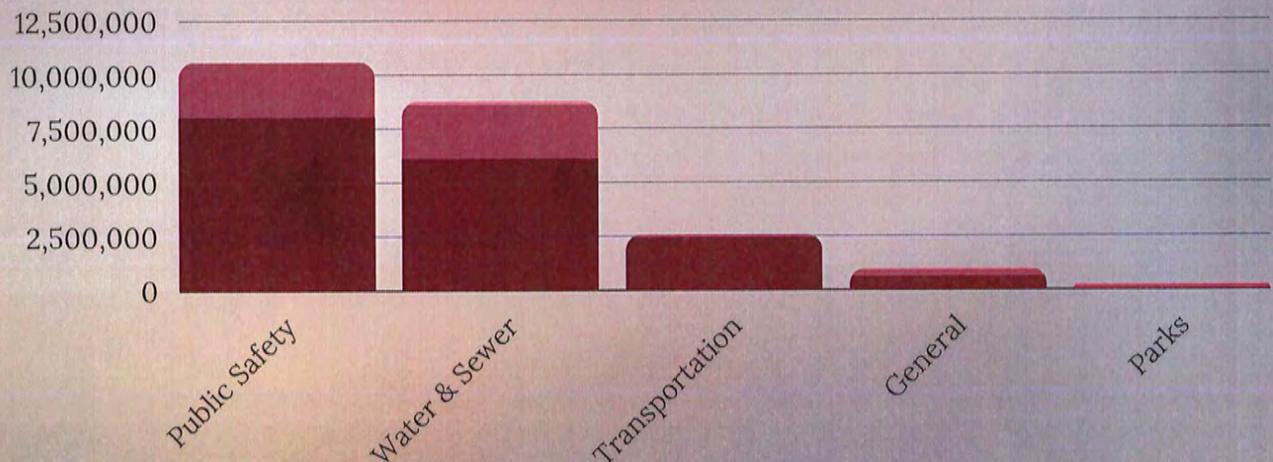
SPENDING BY LEVEL OF CONTRIBUTION TO SAFETY, HEALTH & SOCIO-ECONOMIC:



SAFETY, HEALTH & SOCIO-ECONOMIC CONTRIBUTION BY DEPARTMENT:



SAFETY, HEALTH & SOCIO-ECONOMIC SPENDING BY FUND:



Ensures that all levels and types of education are available, accessible and attainable, serving all ages, abilities and demographics in a safe environment

Offers diverse opportunities for life-long learning, access to informational resources and community education, involvement and participation

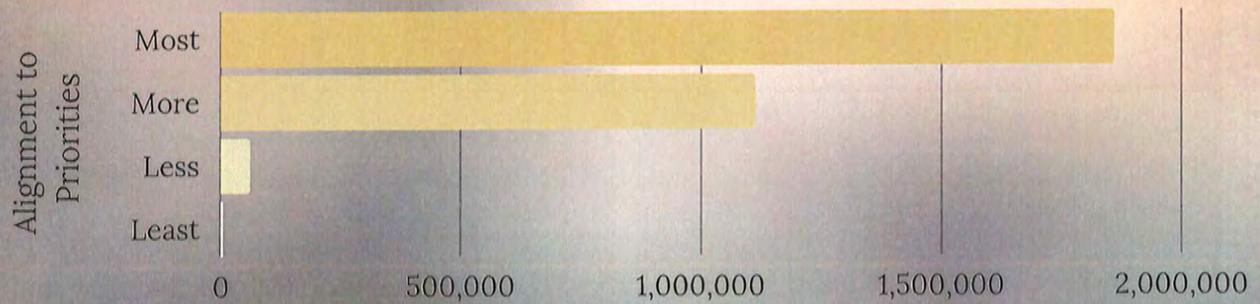
Supports and encourages cultural enrichment, the performing arts and artistic activities that contribute to the local economy and are accessible for residents and visitors to patronize

Arts, Culture & Education

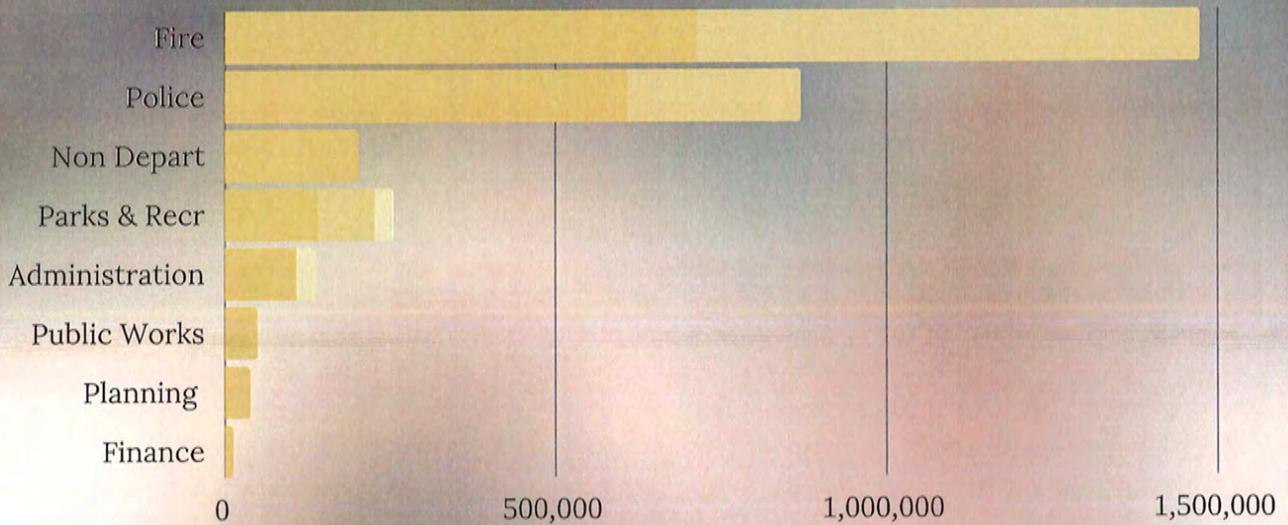


Provides for the preservation of the community's unique history and heritage

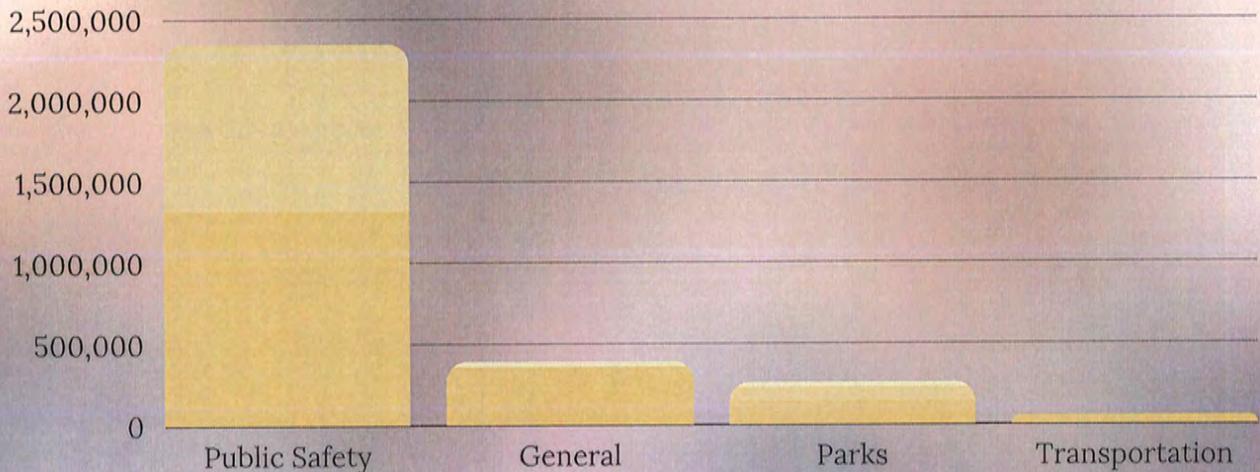
SPENDING BY LEVEL OF CONTRIBUTION TO ARTS, CULTURE & EDUCATION:



ARTS, CULTURE & EDUCATION CONTRIBUTION BY DEPARTMENT:



ARTS, CULTURE & EDUCATION SPENDING BY FUND:



Economic Development

Stimulates economic growth through well-planned, sustainable development, redevelopment and revitalization of the community

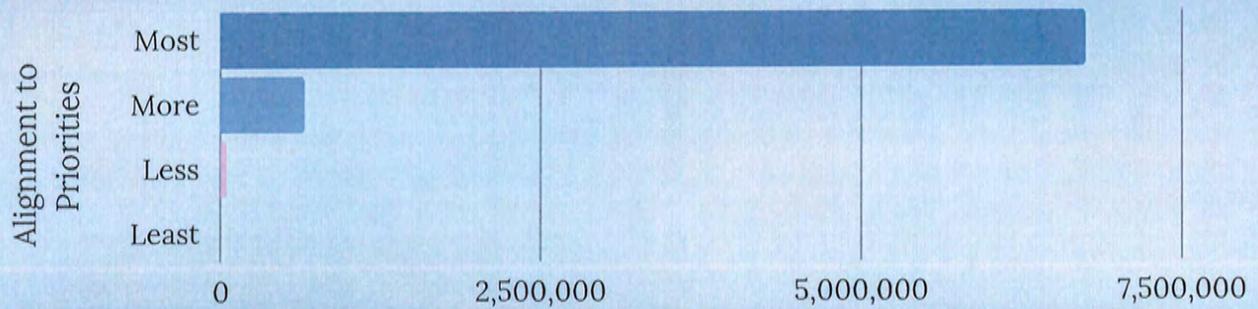
Encourages and maintains a diverse balance of retail, dining, entertainment and business services that support the resident population in order to maintain their quality of life

Strives to balance the desired service levels with changing costs and revenues

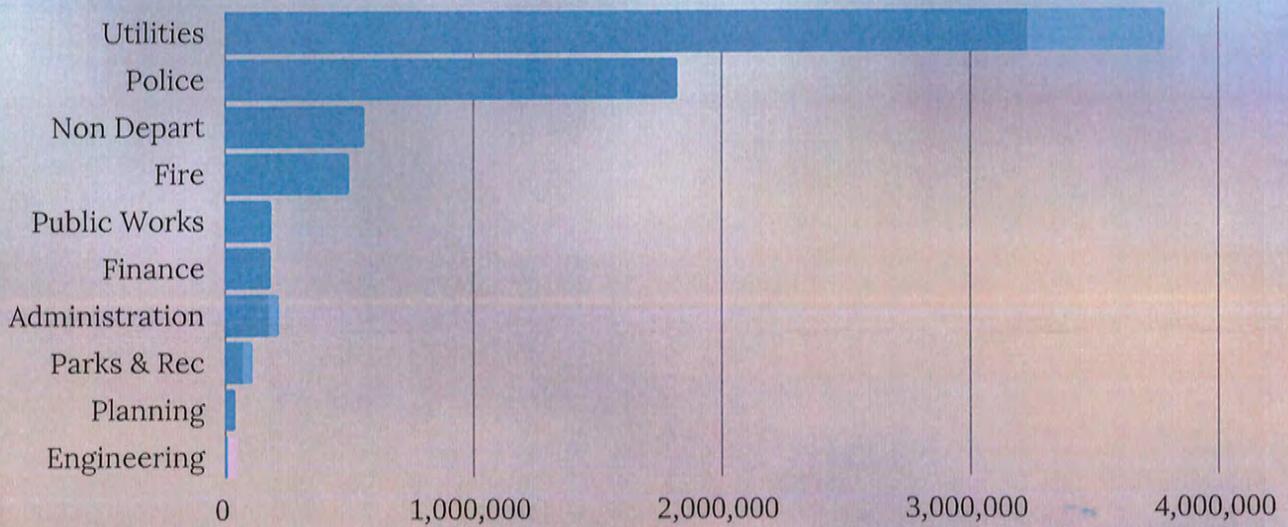
Offers a safe, welcoming environment that is receptive to a variety of development incentives that encourage desired growth but that do not put the City, or other community entities at financial risk

Partners with the community to support and encourage the growth of the local economy, setting the stage for business development (attraction, retention and expansion), job creation and fostering a thriving entrepreneurial environment

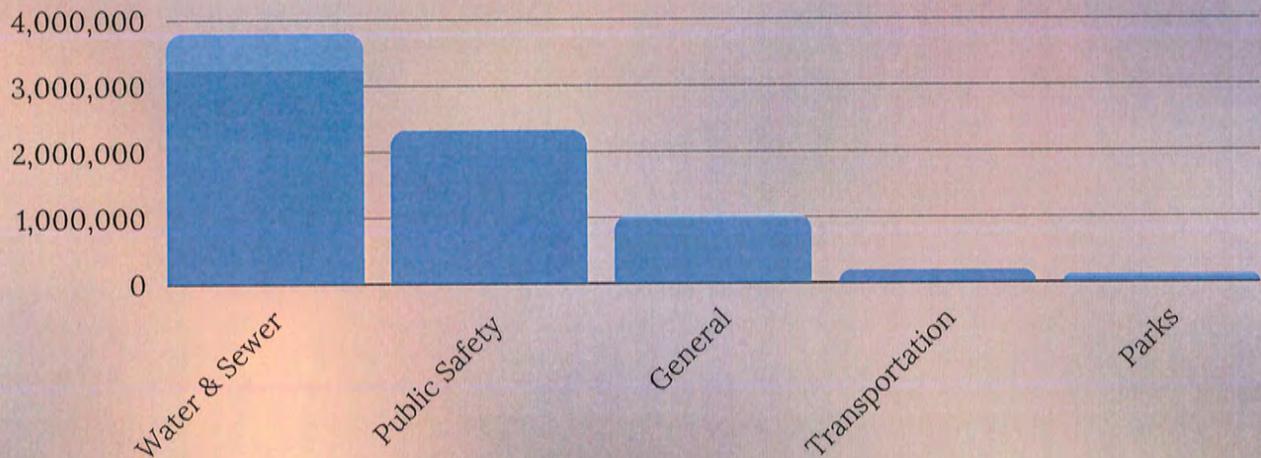
SPENDING BY LEVEL OF CONTRIBUTION TO ECONOMIC DEVELOPMENT:



ECONOMIC DEVELOPMENT CONTRIBUTION BY DEPARTMENT:



ECONOMIC DEVELOPMENT SPENDING BY FUND:





Infrastructure & Environment

Develops public infrastructure at a pace that supports the population growth and at a rate that allows the City to provide sufficient services without a financial burden

Continually protects its water resources in order to maintain water quality of streams and aquifers and to preserve existing hydrology patterns

Designs, builds, and proactively maintains a reliable utility infrastructure that delivers a safe, clean water supply, controls storm water drainage and effectively manages sewage treatment

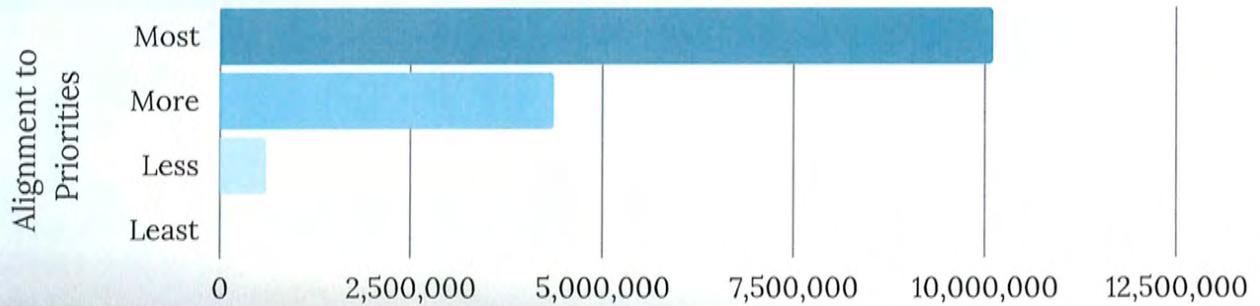
Ensures that air quality is maintained at a healthy level as the city grows

Continually expands efforts to develop new strategies for increased energy efficiency and use of renewable energy

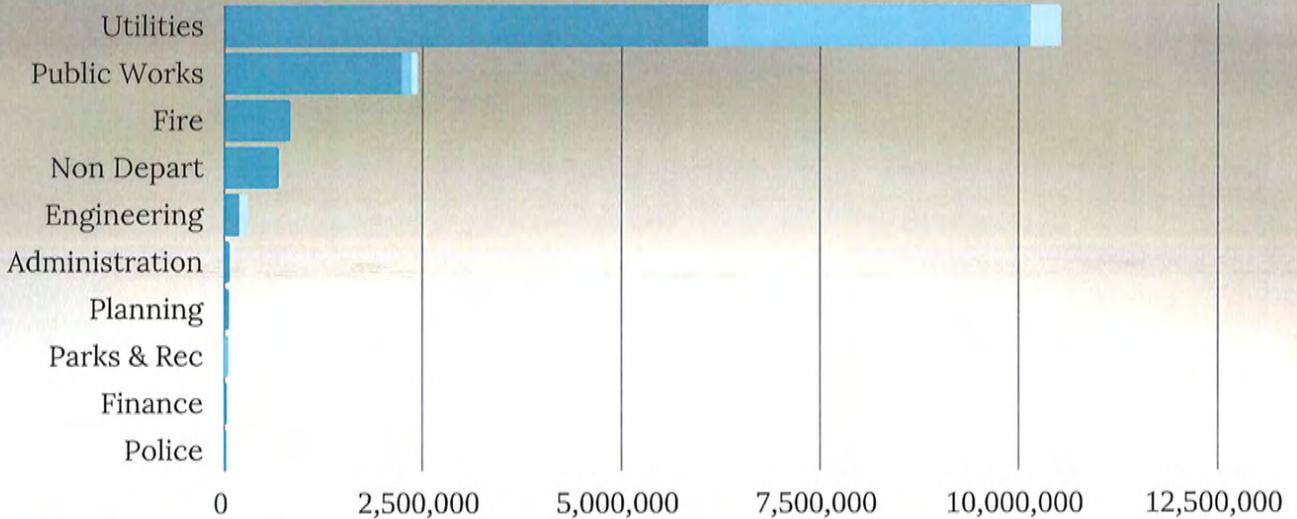
Acts as a good steward of the land and the environment by enhancing existing ecosystems

Develops and implements a solid waste management plan that includes a curbside recycling service that ensures those materials remain of high quality so they can be recycled and actually reused in the future

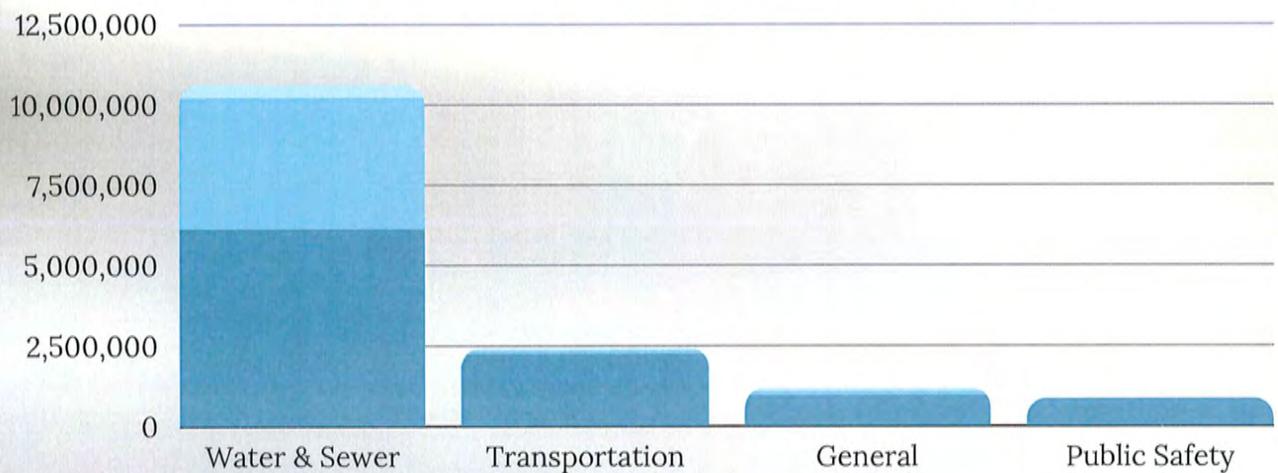
SPENDING BY LEVEL OF CONTRIBUTION TO INFRASTRUCTURE & ENVIRONMENT:



INFRASTRUCTURE & ENVIRONMENT CONTRIBUTION BY DEPARTMENT:



INFRASTRUCTURE & ENVIRONMENT SPENDING BY FUND:



Tourism

Sustains the availability of a varied type of accommodations and price points that continue to serve the tourist demand while providing a quality experience

Ensures the type and quality of entertainment, attractions, shopping and recreational opportunities continue to evolve to meet the needs of the changing tourism demographic

Ensures a varied type of dining experiences and price points are available that continue to serve the tourist demand

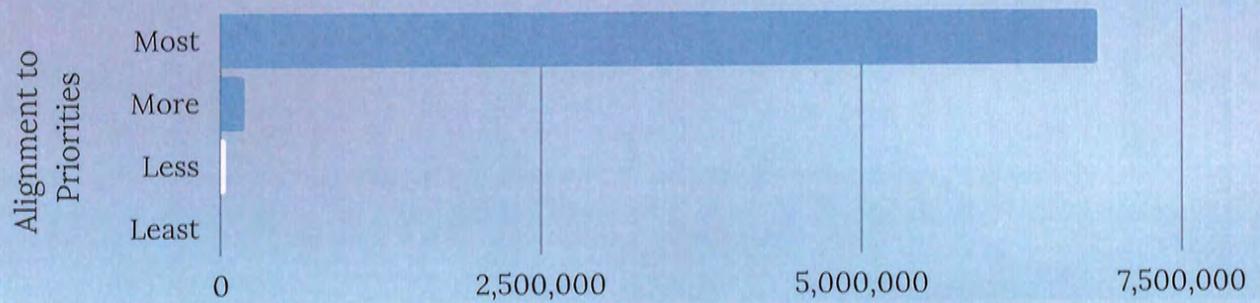
Promotes Branson's Brand that continually expands beyond entertainment and celebrates its outdoor recreation opportunities

Offers visitor services and facilities that are ethical, informative and clear to tourists

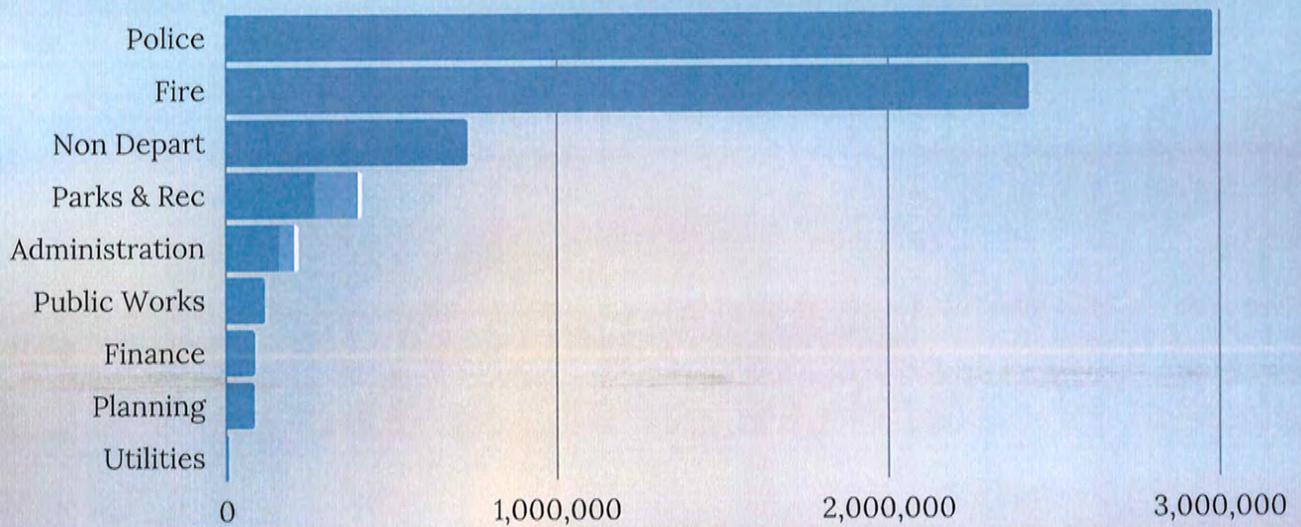
Provides a safe, attractive and well-planned environment for visitors and guests that ensures accessibility and allows ease in getting around

Supports the Convention Center and other meeting facilities that serve as an economic driver adding to the economic health of the City

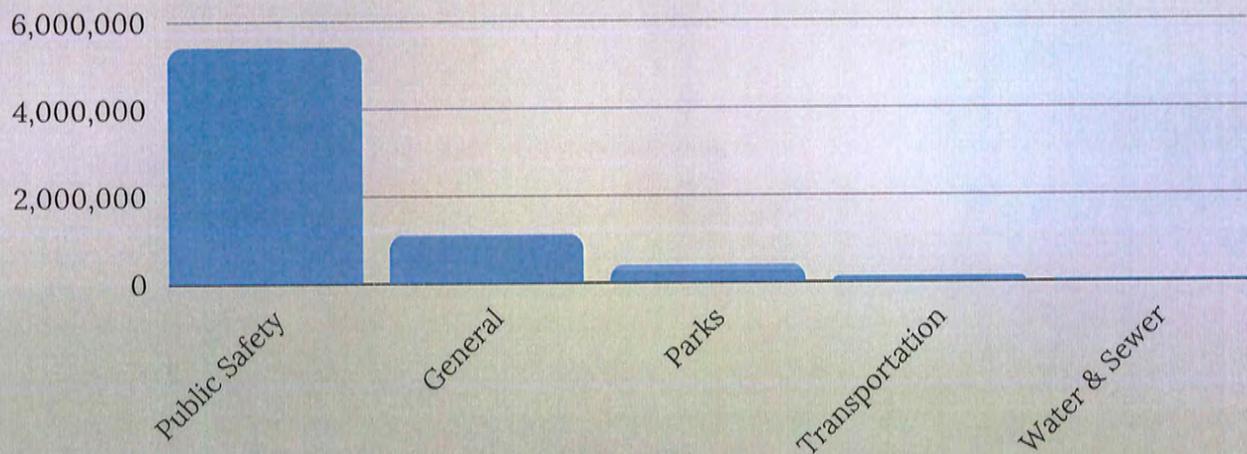
SPENDING BY LEVEL OF CONTRIBUTION TO TOURISM:



TOURISM CONTRIBUTION BY DEPARTMENT:



TOURISM SPENDING BY FUND:





Parks, Open Space & Recreation

Develops an extensive, connected open space network that reinforces its resident's quality of life

Designs, maintains and expands a variety of public areas, such as plazas, outdoor spaces, parks and recreation facilities that are functional, accessible, attractive, safe and comfortable.

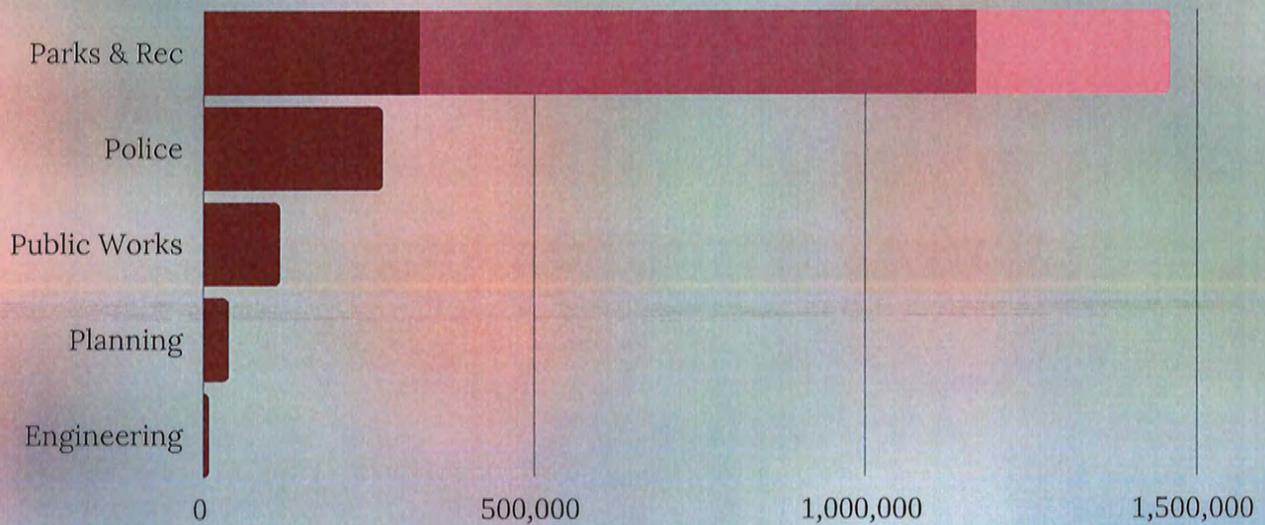
Provides a City-wide trail network that is contiguous, connecting neighborhoods, community facilities, parks and open spaces and offering an alternative to the automobile for residents and visitors

Offers and supports a diverse variety of recreation programs and leisure activities that provide "things to do" for residents and visitors alike

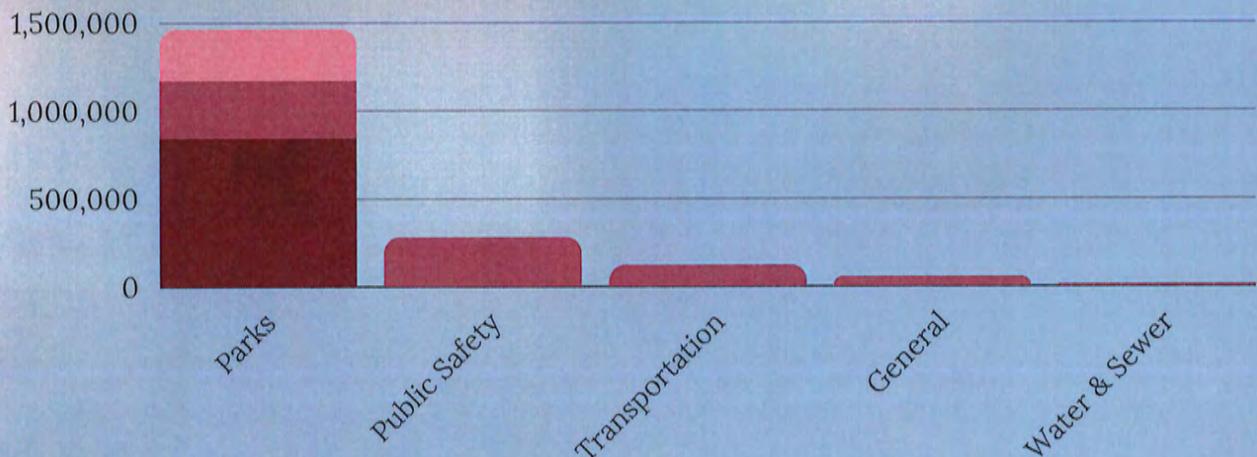
SPENDING BY LEVEL OF CONTRIBUTION TO PARKS, OPEN SPACE & RECREATION:



PARKS, OPEN SPACE & RECREATION CONTRIBUTION BY DEPARTMENT:



PARKS, OPEN SPACE & RECREATION SPENDING BY FUND:





Focuses future growth on infill development and revitalization before growing outward in order to maximize the use of existing infrastructure and efficiently utilize the land resources

As environmental stewards of the land, protects its natural system and promotes sustainable development

Provides a flexible, sustainable guide for growth through the Community Plan 2030

Land Use

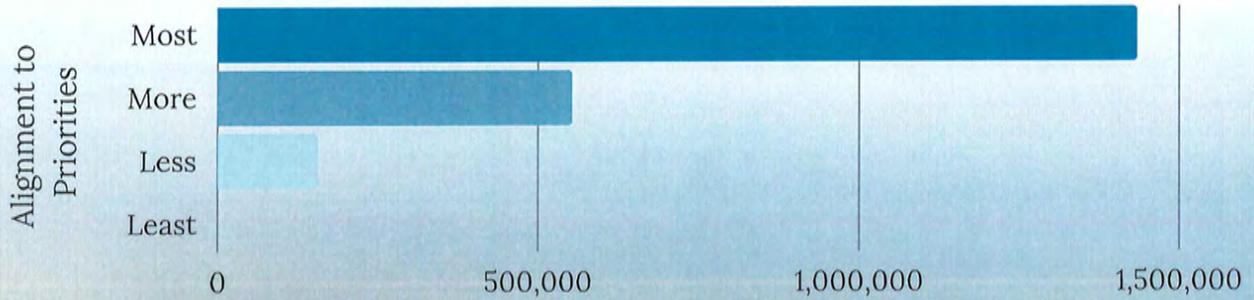
Develops a plan to annex lands in an effort to eliminate islands and meet the goal of enhancing its economic and sustainability standards

Develops and implements development codes and zoning regulations that encourage high-quality, new development and redevelopment

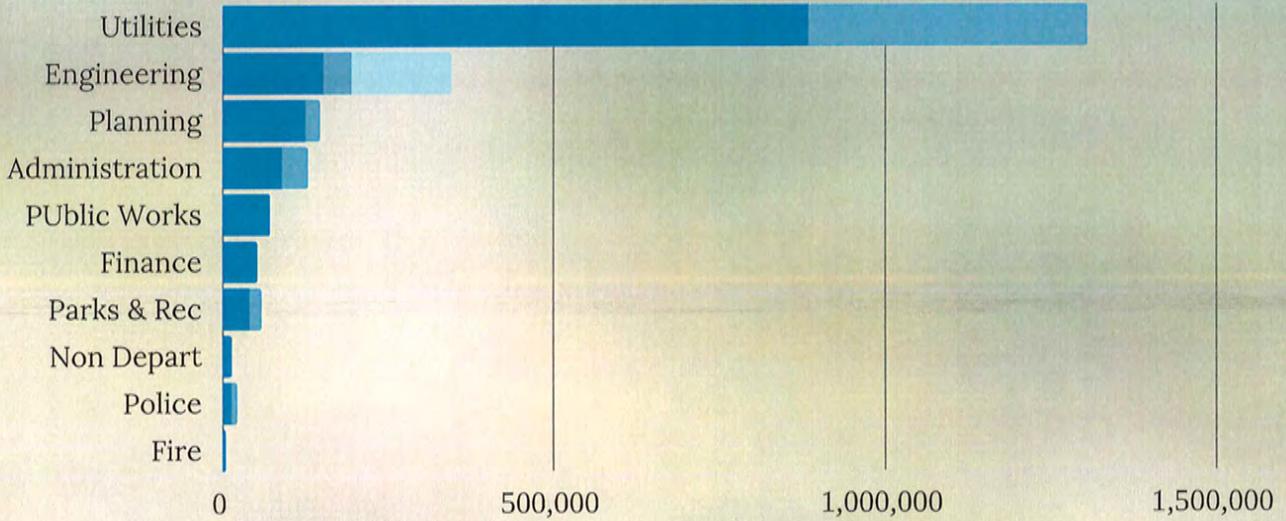
Ensures future development emphasizes compact, mixed-use centers that improve housing alternatives and reduces the impacts on the environment from sprawling development

Ensures that the amount and location of commercial and industrial land, as well as the necessary infrastructure, is adequate to attract and serve the needs of potential new industries and professional businesses

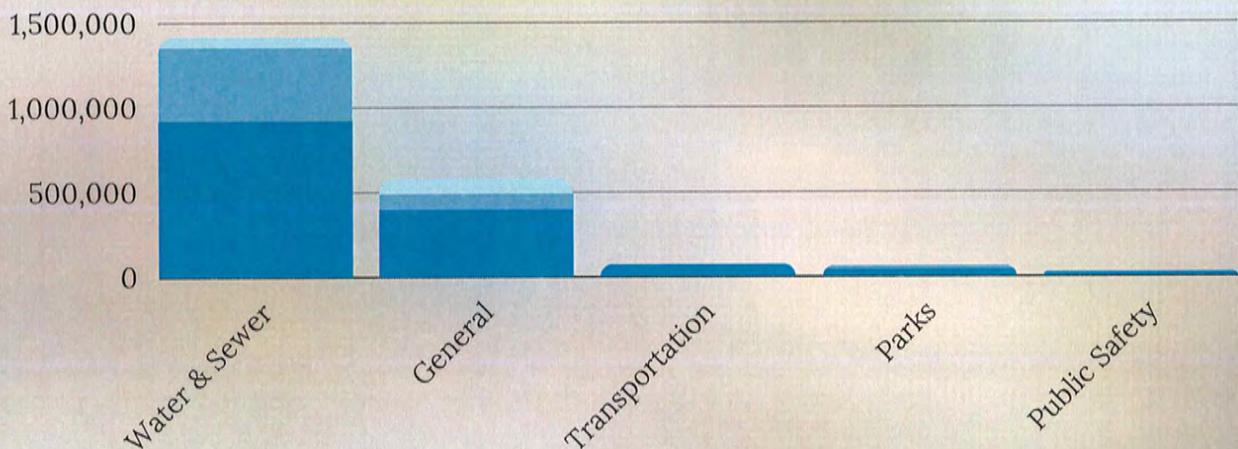
SPENDING BY LEVEL OF CONTRIBUTION TO LAND USE:



LAND USE CONTRIBUTION BY DEPARTMENT:



LAND USE SPENDING BY FUND:



Transportation

Strives to provide private and commercial air access to the Branson area

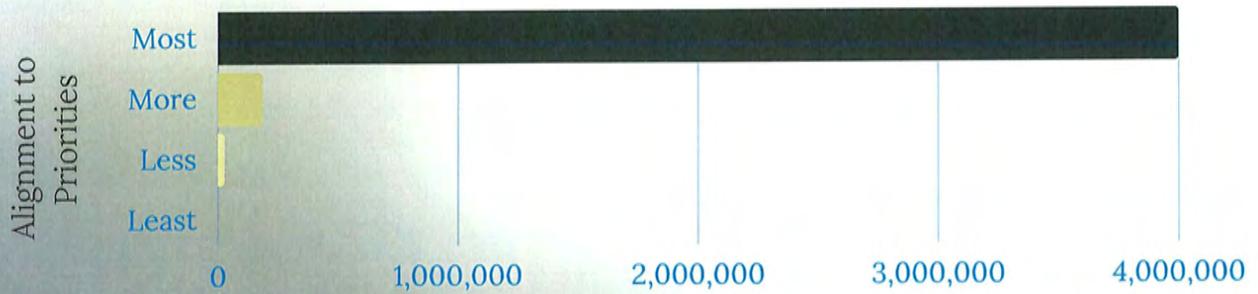
Ensures walking and biking is practical, accessible, safe and an enjoyable means of travel for residents and visitors

Develops a clear way-finding system to help residents and visitors navigate through the community as efficiently and easily as possible

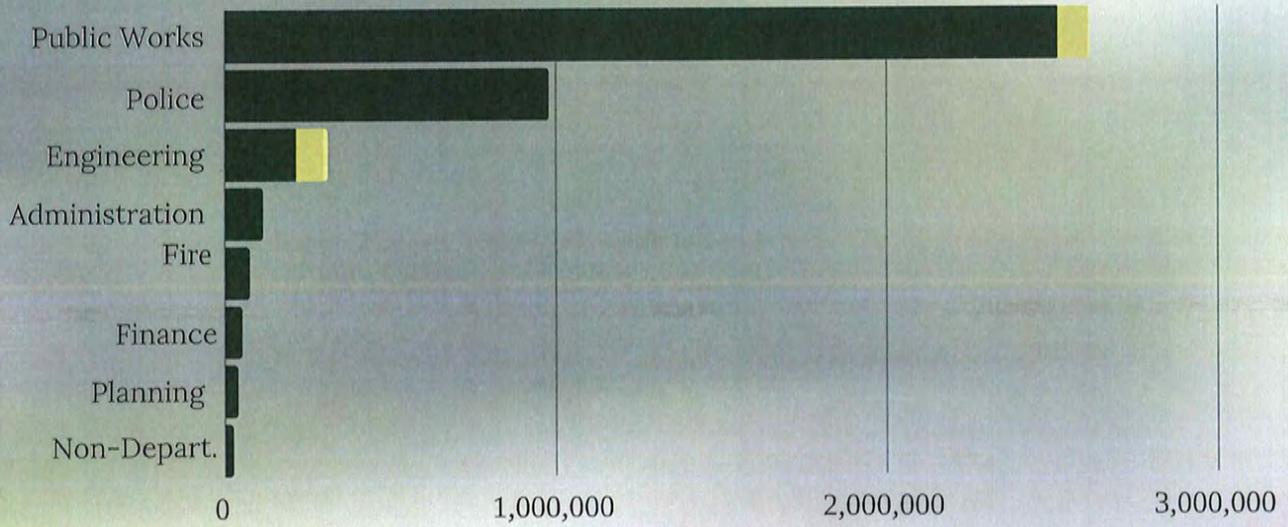
Develops and sustains a safe, convenient and efficient public transportation system that is coordinated with adjacent municipalities and counties

Plans and builds a strong, comprehensive street network that manages traffic congestion, provides clear alternate routes and is well maintained

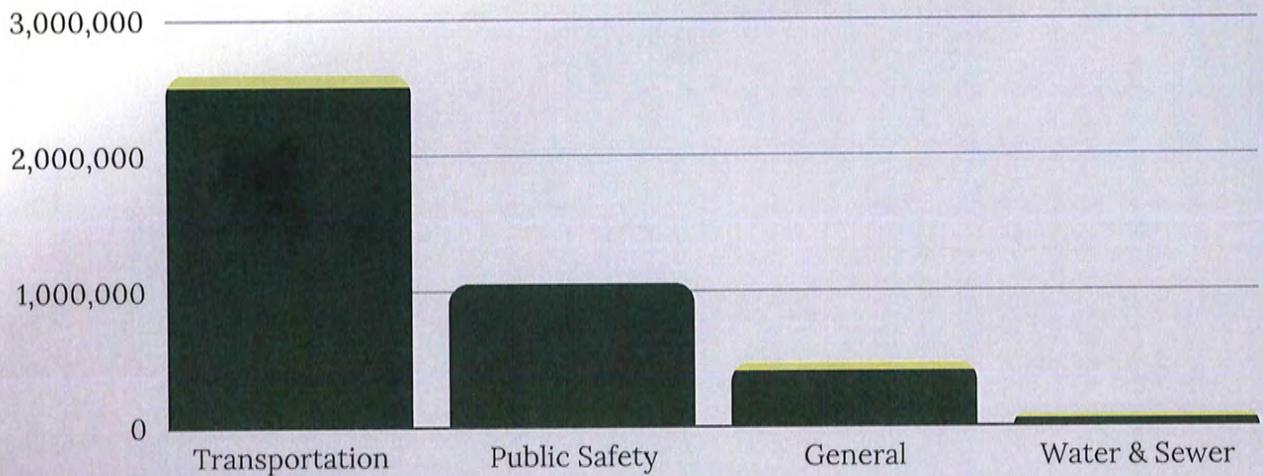
SPENDING BY LEVEL OF CONTRIBUTION TO TRANSPORTATION:



TRANSPORTATION CONTRIBUTION BY DEPARTMENT:



TRANSPORTATION SPENDING BY FUND:



A man with glasses and a black t-shirt is smiling in a server room. He is surrounded by racks of server equipment with blue cables. Several callout bubbles are overlaid on the image, each containing text. The central bubble is the largest and contains the title 'Good Governance'. Other bubbles are arranged around it, each connected to the central one by a dotted line. The background shows the intricate details of a server room, including various network ports and cables.

Provides responsive and accountable leadership, advances City interests through regional partnerships and facilitates timely and effective two-way communication and community engagement

Provides assurance of regulatory and policy compliance to minimize and mitigate risk

Supports decision-making with timely and accurate short-term and long-range analysis that enhances vision and planning

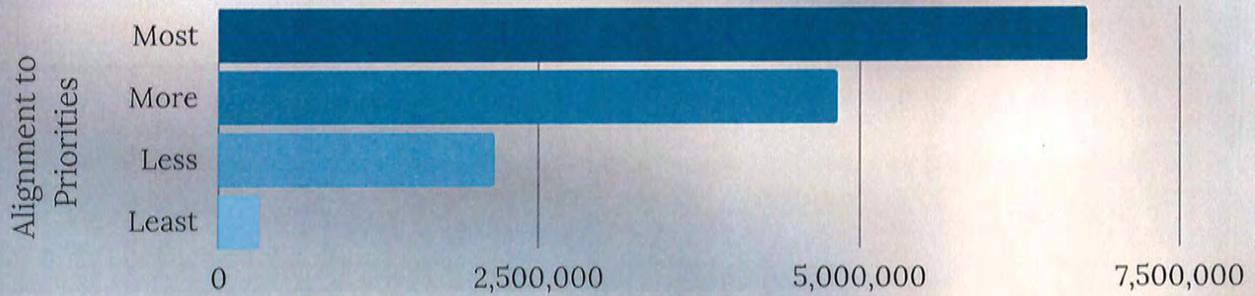
Good Governance

Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations

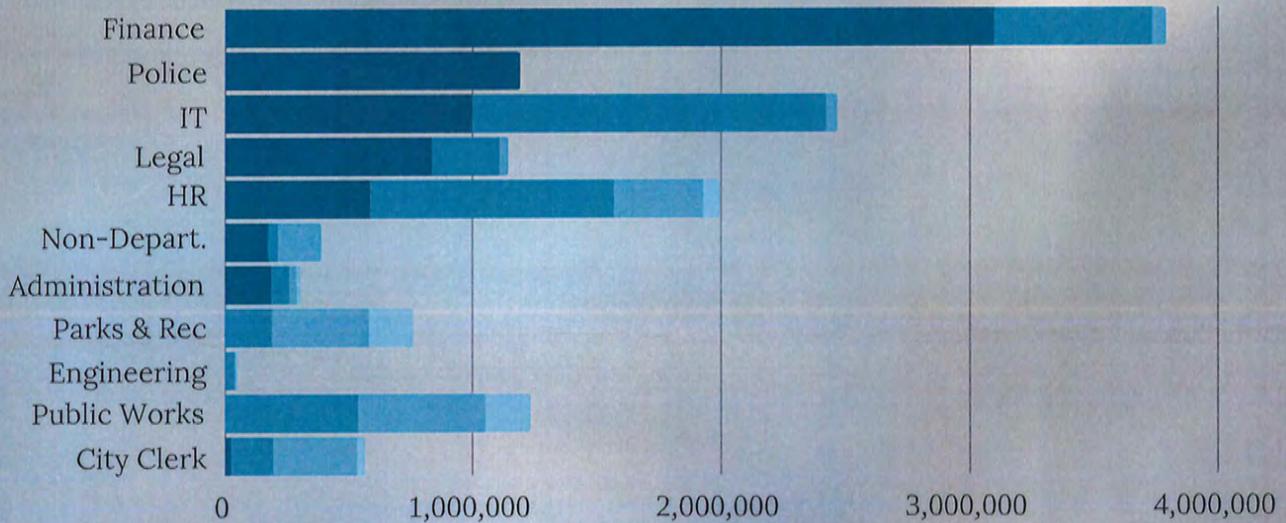
Attracts, motivates, develops and retains a high-quality, engaged and productive workforce

Protects, manages, optimizes and invests in its human, financial, physical and technology resources

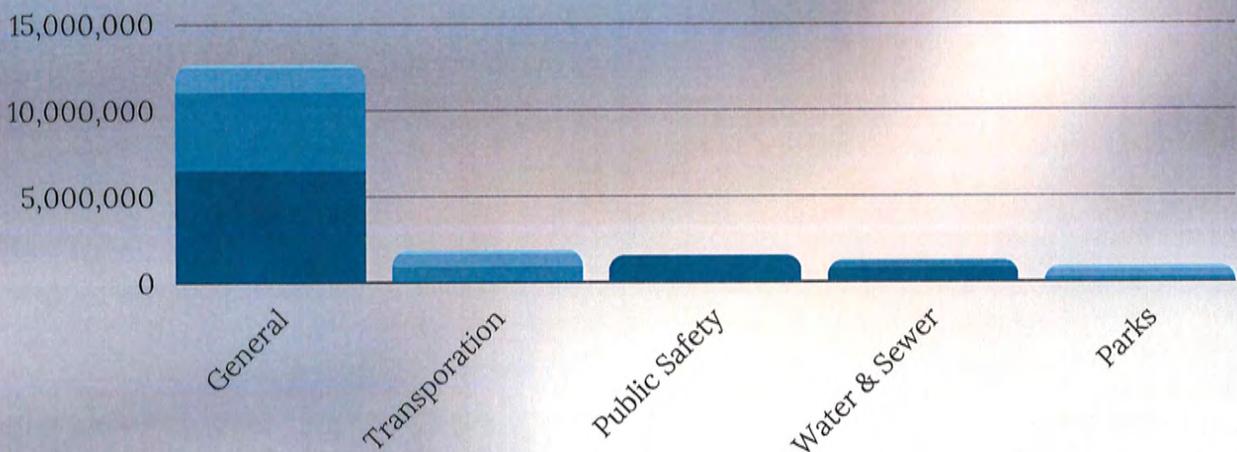
SPENDING BY LEVEL OF CONTRIBUTION TO GOOD GOVERNANCE:



GOOD GOVERNANCE CONTRIBUTION BY DEPARTMENT:



GOOD GOVERNANCE SPENDING BY FUND:



Section

01

2021
Budget



City of Branson

**Combined Statement of Budgeted
Revenues and Expenditures -
General Fund**

	2019 ACTUAL	2020 BUDGET	2020 PROJECTED	2021 BUDGET	2022 BUDGET
BEGINNING FUND BALANCE	5,493,560	4,548,828	6,113,040	2,563,430	2,559,431
REVENUES:					
Taxes & Franchise Fees	15,556,075	15,983,432	11,023,830	13,554,446	15,462,954
Licenses and Permits	1,223,974	988,340	674,571	803,340	823,220
Court Receipts	184,090	185,000	100,332	185,000	186,850
Lease and Rents	1,559,308	1,504,658	979,796	1,459,981	1,470,749
Charges for Services	1,535,059	1,367,485	1,168,574	1,312,327	1,368,480
Intergovernmental	6,356	0	16,620	0	0
Interest Income	505,905	231,252	200,000	210,000	210,000
Bond Proceeds	0	0	0	0	0
Misc. Revenue	123,917	43,034	35,630	43,034	43,465
TOTAL REVENUE	20,694,683	20,303,201	14,199,353	17,568,128	19,565,717
TOTAL AVAILABLE FUNDS	26,188,243	24,852,029	20,312,393	20,131,559	22,125,148
EXPENDITURES					
Mayor & Board	114,779	143,164	113,164	108,364	158,856
City Administration	476,485	593,072	575,072	597,374	630,492
Communications	88,756	103,906	92,405	92,391	95,180
City Clerk	396,878	452,989	417,839	508,205	520,145
Municipal Court	345,527	394,001	370,051	390,666	398,385
IT	652,735	703,221	664,421	701,534	687,663
Legal	334,505	364,366	300,366	301,731	310,079
Finance	1,023,811	1,116,626	1,096,796	998,421	1,044,607
Human Resources	552,644	657,684	591,720	608,126	623,130
Police	0	0	0	0	0
Fire	0	0	0	0	0
Public Works	731,080	738,948	636,765	711,637	744,484
Planning & Development	837,736	781,460	757,460	737,429	758,600
Engineering	715,899	784,039	747,560	781,905	810,981
Debt Service--Principal, Interest & Fiscal Charges	113,274	111,757	111,757	238,580	238,580
Non-Depart.	1,606,814	1,867,610	1,899,610	2,054,567	2,214,089
Operating Expenditures	7,990,924	8,812,844	8,374,987	8,830,930	9,235,271
TOTAL EXPENDITURES	7,990,924	8,812,844	8,374,987	8,830,930	9,235,271
Transfers From Other Funds	138,307	137,905	123,587	137,905	139,284
Transfers To Other Funds	12,222,587	12,327,762	3,598,012	2,945,553	4,570,180
Transfer to Public Safety Fund		0	5,899,550	5,899,550	5,899,550
ENDING UNRESERVED FUND BALANCE	6,113,040	3,849,328	2,563,430	2,593,431	2,559,431
Reserve %			31%	29%	28%
30% RESERVE			2,512,496	2,649,279	2,770,581
AVAILABLE FOR CAPITAL OUTLAY			50,934	(55,848)	(211,151)
Capital Expenditure			(23,640)	0	0
Internal Service Fund			0	0	0
One Time Expenditure			0	(34,000)	(50,000)
Reserve %			30%	29%	27%

City of Branson

Combined Statement of Budgeted

Revenues and Expenditures - Transportation Fund	2019 ACTUAL	2020 BUDGET	2020 PROJECTED	2021 BUDGET	2022 BUDGET
BEGINNING FUND BALANCE	2,104,452	1,382,155	2,334,356	1,844,674	1,844,674
REVENUES:					
Taxes & Franchise Fees	6,659,351	6,787,693	4,656,603	5,705,443	6,673,887
Misc. Revenue					
TOTAL REVENUE	6,659,351	6,787,693	4,656,603	5,705,443	6,673,887
TOTAL AVAILABLE FUNDS	8,763,803	8,169,848	6,990,959	7,550,117	8,518,561
EXPENDITURES:					
Public Works	3,709,506	4,763,613	3,302,091	3,888,676	4,688,194
TOTAL EXPENDITURES	3,709,506	4,763,613	3,302,091	3,888,676	4,688,194
Transfers From Other Funds	23,099	330,000	-	50,000	360,000
Transfers To Other Funds	2,743,040	2,845,930	1,844,194	1,845,767	2,495,693
ENDING UNRESERVED FUND BALANCE	2,334,356	890,305	1,844,674	1,865,674	1,694,674
Reserve %				48%	36%
30% MINIMUM RESERVE REQUIREMENT AVAILABLE FOR CAPITAL OUTLAY				1,166,603	1,406,458
Capital Expenditure				699,072	288,216
Internal Service Fund Transfer				-	-
One Time Expenditure				-	(150,000)
Reserve %				(21,000)	-
				47%	33%

City of Branson

Combined Statement of Budgeted Revenues and Expenditures - Capital Projects - 140					
	2019 ACTUAL	2020 BUDGET	2020 PROJECTED	2021 BUDGET	2022 BUDGET
BEGINNING FUND BALANCE	921,824	1,157,845	1,105,289	871,218	871,343
REVENUES:					
Taxes & Franchise Fees					
Licenses and Permits					
Court Receipts					
Leases and Rents					
Lease Termination					
Charges for Services					
Intergovernmental	-	-	-	-	-
Interest Income					
Misc. Revenue	-	-	-	-	-
TOTAL REVENUE	-	-	-	-	-
TOTAL AVAILABLE FUNDS	921,824	1,157,845	1,105,289	871,218	871,343
EXPENDITURES:					
Capital Outlay	777,371	3,527,371	268,661	-	-
Debt Service--Principal, Interest & Chg. Non-Departmental					
TOTAL EXPENDITURES	777,371	3,527,371	268,661	-	-
Transfers From Other Funds	960,837	3,291,352	34,589	125	125
Transfers To Other Funds					
ENDING UNRESERVED FUND BALANCE	1,105,289	921,826	871,218	871,343	871,468

City of Branson

**Combined Statement of Budgeted
Revenues and Expenditures -
Debt Service Fund BM-160**

	2019 ACTUAL	2020 BUDGET	2020 PROJECTED	2021 BUDGET	2022 BUDGET
BEGINNING FUND BALANCE	2,620,838	2,295,081	2,290,285	1,869,168	979,283
REVENUES:					
Taxes & Franchise Fees	1,554	1,000	550	75	100
Interest Income					
Bond Proceeds					
Misc. Revenue					
TOTAL REVENUE	1,554	1,000	550	75	100
TOTAL AVAILABLE FUNDS	2,622,392	2,296,081	2,290,835	1,869,243	979,383
EXPENDITURES:					
Cost of Issue/Advance Refunding	-	-	-	-	-
Debt Service--Principal	1,630,000	1,710,000	1,710,000	1,795,000	1,870,000
Debt Service--Interest & Fiscal Charges	1,303,131	1,221,631	1,221,631	1,136,131	1,064,331
Non-Departmental	-	-	-	-	-
TOTAL EXPENDITURES	2,933,131	2,931,631	2,931,631	2,931,131	2,934,331
Other Fin. Sources--Refunded Bonds	-	-	-	-	-
Transfers To Other Funds	0	0	0	0	0
Transfers From Other Funds	2,601,024	1,964,680	2,509,963	2,041,172	2,538,261
ENDING UNRESERVED FUND BALANCE	2,290,285	1,329,130	1,869,168	979,283	583,314

City of Branson

**Combined Statement of Budgeted
Revenues and Expenditures -
Debt Service Fund-BL 165/171**

	2019 ACTUAL	2020 BUDGET	2020 PROJECTED	2021 BUDGET	2022 BUDGET
BEGINNING FUND BALANCE	14,635,463	14,778,584	15,057,128	5,306,297	4,136,202
REVENUES:					
Taxes & Franchise Fees	2,889,896	2,866,031	2,465,222	2,550,005	2,892,187
Licenses and Permits					
Court Receipts					
Leases and Rents	455,000	455,000	455,000	455,000	455,000
Lease Termination Charges for Services					
Intergovernmental	3,615,076	3,564,106	2,437,379	2,711,307	3,615,076
Interest Income	484,664	410,000	225,500	250,400	250,400
Unrealized Gain/(Loss)	17,242	-	-	-	-
TOTAL REVENUE	7,461,878	7,295,137	5,583,101	5,966,712	7,212,663
TOTAL AVAILABLE FUNDS	22,097,341	22,073,721	20,640,228	11,273,009	11,348,865
EXPENDITURES:					
Finance	-	3,000	29,301	3,000	3,000
Cost of Issue/Advance Refunding	-	-	-	-	-
Debt Service--Principal	4,915,000	12,405,000	12,405,000	5,130,000	6,375,000
Debt Service--Interest & Fiscal Chg	4,565,950	4,132,113	4,132,113	3,706,013	3,464,088
Non-Departmental	-	-	-	-	-
TOTAL EXPENDITURES	9,480,950	16,540,113	16,566,414	8,839,013	9,842,088
Other Fin. Sources--Refundings	-	-	-	-	-
Transfers From Other Funds	3,306,731	3,061,598	1,841,669	1,706,106	3,068,175
Transfers To Other Funds	865,994	-	609,186	3,900	3,900
ENDING UNRESERVED FUND BALANCE	15,057,128	8,595,206	5,306,297	4,136,202	4,571,052

City of Branson

Combined Statement of Budgeted Revenues and Expenditures - Debt Service Fund-BH 170					
	2019	2020	2020	2021	2022
	ACTUAL	BUDGET	PROJECTED	BUDGET	BUDGET
BEGINNING FUND BALANCE	8,145,171	9,357,462	8,249,647	9,378,783	10,365,076
REVENUES:					
Taxes & Franchise Fees	784,780	789,233	789,233	735,100	735,100
Licenses and Permits					
Bond/Loan Issuance	-	-	-	-	-
Leases and Rents					
Lease Termination					
Charges for Services					
Intergovernmental	3,601,595	3,537,448	3,537,448	3,369,296	3,352,638
Interest Income	159,014	100,000	90,139	91,041	91,951
Misc. Revenue					
TOTAL REVENUE	4,545,389	4,426,681	4,416,821	4,195,437	4,179,689
TOTAL AVAILABLE FUNDS	12,690,560	13,784,143	12,666,467	13,574,219	14,544,765
EXPENDITURES:					
Finance					
Cost of Issue/Advance Refunding	-	-	-	-	-
Debt Service--Principal	3,450,000	2,045,000	2,045,000	2,105,000	2,165,000
Debt Service--Interest & Fiscal Chg	2,547,282	2,053,759	2,053,759	1,917,180	1,855,153
Non-Departmental	-	-	-	-	-
TOTAL EXPENDITURES	5,997,282	4,098,759	4,098,759	4,022,180	4,020,153
Other Fin. Sources--Refundings	-	-	-	-	-
Transfers From Other Funds	1,556,368	1,474,679	811,074	813,037	1,463,615
Transfers To Other Funds					
ENDING UNRESERVED FUND BALANCE	8,249,647	11,160,063	9,378,783	10,365,076	11,988,227

City of Branson

**Combined Statement of Budgeted
Revenues and Expenditures -
Parks & Recreation**

	2019 ACTUAL	2020 BUDGET	2020 PROJECTED	2021 BUDGET	2022 BUDGET
BEGINNING FUND BALANCE	507,834	523,073	718,149	546,048	437,052
REVENUES:					
Cigarette Tax	75,827	70,000	72,000	75,000	75,000
Campground	915,092	830,875	743,366	927,200	927,200
Intergovernmental -- Grants/Misc Revenue	22,652	0	0	0	0
Rents & Leases	138,789	138,145	130,736	140,836	142,336
Contributions	72,098	65,000	51,790	55,000	55,000
Pool Admissions	116,756	123,900	66,944	128,600	138,760
Swim Team	10,786	19,700	3,255	17,900	17,900
Ball Programs	142,018	135,580	98,115	172,100	172,100
Golf	0	0	0	0	0
Tennis Revenue	5,903	1,500	9,515	16,000	16,000
Recreation Center/Tournaments	146,508	128,160	88,006	137,100	137,100
Concessions	186,895	198,250	120,500	190,000	210,000
Day Camp	64,245	74,400	8,720	65,000	72,800
Dog Park	7,275	5,500	2,500	6,200	6,200
Community Center	29,491	26,000	15,286	27,000	29,000
Special Events	15,456	11,500	16,750	14,500	15,775
Cheerleading	0	0	0	0	0
TOTAL REVENUE	1,949,790	1,828,510	1,427,483	1,972,436	2,015,171
TOTAL AVAILABLE FUNDS	2,457,624	2,351,583	2,145,632	2,518,484	2,452,223
EXPENDITURES					
Parks & Recreation Administration	404,568	420,240	401,013	427,724	444,223
Recreation Center/Tournaments/Concessions	718,543	826,443	684,940	817,760	845,892
Day Camp	67,312	84,073	16,176	82,116	86,760
Ball Program	142,266	163,441	134,803	163,114	165,795
Campground	358,714	366,647	309,457	358,988	370,151
Park Programs/Parks	552,639	718,978	593,730	694,060	713,149
Liberty Plaza	10,600	9,100	4,216	10,000	8,300
Community Center	90,815	90,234	77,158	90,830	93,575
Swimming Pool	145,866	153,653	107,594	155,828	164,410
Golf Course	444	0	0	0	0
Swim Team	17,194	28,423	7,240	23,970	24,173
Dog Park	3,426	5,324	4,824	6,762	5,688
Special Events/Programs	11,730	17,033	13,433	13,929	14,183
Cheerleading	0	0	0	0	0
Operating Expenditures	2,524,116	2,883,590	2,354,584	2,845,082	2,936,299
Capital Expenditures	5,800	55,000	0	0	0
TOTAL EXPENDITURES	2,529,916	2,938,590	2,354,584	2,845,082	2,936,299
Transfers From Other Funds	890,441	1,050,000	755,000	763,650	763,650
Transfers To Internal Service Funds	100,000	0	0	0	0
ENDING UNRESERVED FUND BALANCE	718,149	462,993	546,048	437,052	279,574
			Reserve %	15%	10%

City of Branson

Combined Statement of Budgeted Revenues and Expenditures - Tourism Fund					
	2019 ACTUAL	2020 BUDGET	2020 PROJECTED	2021 BUDGET	2022 BUDGET
BEGINNING FUND BALANCE	12,374,986	13,855,391	14,468,528	13,865,047	14,348,936
REVENUES:					
Taxes & Franchise Fees	13,061,961	13,159,794	7,237,887	7,310,266	13,159,794
CID Taxes	-	-	-	-	-
Court Receipts					
Leases and Rents					
Lease Termination					
Charges for Services					
Intergovernmental					
Gain/Loss Sale of Asset	27,712				
Interest Income	226,949	161,420	88,781	50,844	74,421
Bond Proceeds	-	-	-	-	-
Miscellaneous	180,000	180,000	180,000	180,000	180,000
TOTAL REVENUE	13,496,622	13,501,214	7,506,668	7,541,109	13,414,215
TOTAL AVAILABLE FUNDS	25,871,608	27,356,605	21,975,196	21,406,157	27,763,151
EXPENDITURES:					
Tourism	3,671,002	3,095,874	1,758,981	1,775,800	1,908,325
76 Project Maintenance	-	-	-	-	-
Cost of Issuance	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Debt Service--Principal	4,366,750	2,980,500	2,980,500	3,020,500	2,525,500
Debt Service--Interest & Fiscal Chg.	681,010	535,919	535,919	417,796	308,001
TOTAL EXPENDITURES	8,718,762	6,612,293	5,275,400	5,214,096	4,741,826
Transfers From Other Funds					
Transfers To Other Funds	2,684,318	7,393,015	2,834,749	1,843,125	2,675,836
ENDING UNRESERVED FUND BALANCE	14,468,528	13,351,297	13,865,047	14,348,936	20,345,490

City of Branson

Combined Statement of Budgeted Revenues and Expenditures -

	2019 ACTUAL	2020 BUDGET	2020 PROJECTED	2021 BUDGET	2022 BUDGET
<i>Public Safety Fund</i>					
BEGINNING FUND BALANCE	3,651,613	2,722,798	5,512,467	4,574,021	3,365,187
REVENUES:					
Taxes	5,671,869	5,729,275	3,750,000	4,750,000	5,698,113
Licenses and Permits	26,592	26,845	23,264	23,497	24,731
Intergovernmental	259,125	-	165,415	100,000	100,000
Interest Income	79,066	9,000	36,514	45,000	45,450
Bond Proceeds	-	-	-	-	-
Misc. Revenue	31,728	8,372	4,837	4,886	4,935
TOTAL REVENUE	6,068,380	5,773,493	3,980,031	4,923,383	5,873,228
EXPENDITURES					
Police	6,214,331	6,402,925	6,239,129	6,072,033	6,378,936
Fire	5,281,044	4,430,153	4,193,002	4,359,493	4,487,992
Non-Depart.	409,799	1,473,040	125,896	-	-
Operating Expenditures	11,905,174	12,306,117	10,558,027	10,431,526	10,866,928
TOTAL EXPENDITURES	11,905,174	12,306,117	10,558,027	10,431,526	10,866,928
Transfers From Other Funds	7,697,649	7,811,494	5,899,550	5,899,550	5,899,550
Transfers To Other Funds	0	750,000	260,000	0	0
ENDING UNRESERVED FUND BALANCE	5,512,467	3,251,667	4,574,021	4,965,427	4,271,037
Reserve %				48%	39%
30% RESERVE				3,129,458	3,260,078
AVAILABLE FOR CAPITAL OUTLAY				1,835,969	1,010,959
Capital Expenditure				(700,000)	(400,000)
Internal Service Fund				(750,000)	(665,846)
One Time Expenditure				(150,240)	(128,650)
Reserve %				32%	28%

City of Branson

Combined Statement of Budgeted Revenues and Expenditures - COMBINED Water/Sewer 620 Operations, 145 and 146 Capital					
	2019	2020	2020	2021	2022
	ACTUAL	BUDGET	PROJECTED	BUDGET	BUDGET
BEGINNING FUND BALANCE	76,551,974	74,184,676	73,297,544	68,053,369	62,689,775
REVENUES:					
Charges for Services:					
Water	4,013,120	3,971,021	2,819,196	2,881,676	2,943,849
Sewer	4,587,384	4,972,170	4,003,901	4,283,000	4,454,200
Rental Income				74,750	75,830
Misc. Revenue	89,893	69,000	39,238	74,750	75,830
Unrealized Gain/(Loss)	26,960	-	-	-	-
Nonoperating Revenues (Expenditures)					
Water Connection Charges (145 Fund)	85,617	87,464	1,000	1,010	
Sewer Capacity Fees					
Sewer Connection Charges (145 Fund)	340,486	328,081	331,939	335,258	
Interest Income	107,264	25,000	35,750	27,000	35,000
Donated Funds	178,401	-	-	-	-
Intergovernmental	314,604	500,000	728,992	1,325,000	-
Gain on Disposal of Capital Asset	-	-	-	-	-
Income (loss) before Transfers					
TOTAL REVENUE	9,743,729	9,952,736	7,960,015	8,927,694	7,508,879
TOTAL AVAILABLE FUNDS	86,295,703	84,137,412	81,257,559	76,981,063	70,198,654
EXPENDITURES:					
Operation Expenditures:					
Personal Services	3,839,966	3,762,721	3,770,881	3,804,374	3,925,967
Contractual Services	3,055,047	3,481,612	2,831,552	2,875,686	2,941,217
Commodities	675,882	673,134	522,685	536,366	591,695
Capital	1,081,641	6,350,834	1,000,000	1,325,000	-
Contra Capital Expense	(1,084,735)	-	-	-	-
Depreciation	5,012,032	5,515,959	5,515,959	5,699,862	5,844,999
Operating Income (loss)	-	-	-	-	-
TOTAL EXPENDITURES	12,579,834	19,784,259	13,641,077	14,241,288	13,303,879
Transfers From Other Funds	2,605,167	6,024,834	500,000	-	-
Transfers To Other Funds	3,023,492	3,714,834	63,114	50,000	50,000
ENDING UNRESERVED FUND BALANCE	73,297,544	66,663,153	68,053,369	62,689,775	56,844,776

City of Branson

**Combined Statement of Budgeted
Revenues and Expenditures -
Internal Service Fund - 601
Water/Sewer**

	2019	2020	2020	2021	2022
	ACTUAL	BUDGET	PROJECTED	BUDGET	BUDGET
BEGINNING FUND BALANCE	170,998	1,130,635	1,139,572	1,072,791	927,304
REVENUES:					
Taxes & Franchise Fees					
Licenses and Permits					
Court Receipts					
Leases and Rents					
Lease Termination					
Charges for Services					
TOTAL REVENUE	-	-	-	-	-
TOTAL AVAILABLE FUNDS	170,998	1,130,635	1,139,572	1,072,791	927,304
EXPENDITURES:					
Capital Outlay	85,509	210,321	129,895	145,487	143,863
Debt Service--Principal, Interest & Chg. Non-Departmental					
TOTAL EXPENDITURES	85,509	210,321	129,895	145,487	143,863
Transfers From Other Funds	1,054,083	626,000	63,114	-	-
Transfers To Other Funds					
ENDING UNRESERVED FUND BALANCE	1,139,572	1,546,314	1,072,791	927,304	783,441

City of Branson

Combined Statement of Budgeted Revenues and Expenditures - Internal Service Fund - 602 Public Safety					
	2019	2020	2020	2021	2022
	ACTUAL	BUDGET	PROJECTED	BUDGET	BUDGET
BEGINNING FUND BALANCE	110,266	241,893	277,317	407,003	1,028,950
REVENUES:					
Taxes & Franchise Fees					
Licenses and Permits					
Court Receipts					
Leases and Rents					
Lease Termination					
Charges for Services					
TOTAL REVENUE	-	-	-	-	-
TOTAL AVAILABLE FUNDS	110,266	241,893	277,317	407,003	1,028,950
EXPENDITURES:					
Capital Outlay	89,047	198,335	120,314	128,053	130,832
Debt Service--Principal, Interest & Chg. Non-Departmental					
TOTAL EXPENDITURES	89,047	198,335	120,314	128,053	130,832
Transfers From Other Funds	256,098	286,000	250,000	750,000	665,846
Transfers To Other Funds					
ENDING UNRESERVED FUND BALANCE	277,317	329,558	407,003	1,028,950	1,563,964

City of Branson

**Combined Statement of Budgeted
Revenues and Expenditures -
Internal Service Fund - 603
Parks**

	2019	2020	2020	2021	2022
	ACTUAL	BUDGET	PROJECTED	BUDGET	BUDGET
BEGINNING FUND BALANCE	(10,434)	(8,944)	163,641	132,033	113,523
REVENUES:					
Taxes & Franchise Fees					
Licenses and Permits					
Court Receipts					
Leases and Rents					
Lease Termination					
Charges for Services					
TOTAL REVENUE	-	-	-	-	-
TOTAL AVAILABLE FUNDS	(10,434)	(8,944)	163,641	132,033	113,523
EXPENDITURES:					
Capital Outlay	18,510	40,510	31,608	18,510	18,510
Debt Service--Principal, Interest & Chg. Non-Departmental					
TOTAL EXPENDITURES	18,510	40,510	31,608	18,510	18,510
Transfers From Other Funds	192,585	155,000	-	-	-
Transfers To Other Funds					
ENDING UNRESERVED FUND BALANCE	163,641	105,546	132,033	113,523	95,013

City of Branson

Combined Statement of Budgeted Revenues and Expenditures - Internal Service Fund - 604 Transportation					
	2019	2020	2020	2021	2022
	ACTUAL	BUDGET	PROJECTED	BUDGET	BUDGET
BEGINNING FUND BALANCE	112,005	224,725	207,294	156,592	105,890
REVENUES:					
Taxes & Franchise Fees					
Licenses and Permits					
Court Receipts					
Leases and Rents					
Lease Termination					
Charges for Services					
TOTAL REVENUE	-	-	-	-	-
TOTAL AVAILABLE FUNDS	112,005	224,725	207,294	156,592	105,890
EXPENDITURES:					
Capital Outlay	37,778	50,988	50,702	50,702	50,702
Debt Service--Principal, Interest & Chg. Non-Departmental					
TOTAL EXPENDITURES	37,778	50,988	50,702	50,702	50,702
Transfers From Other Funds	133,067	150,000	-	-	-
Transfers To Other Funds					
ENDING UNRESERVED FUND BALANCE	207,294	323,737	156,592	105,890	55,188

City of Branson

Combined Statement of Budgeted Revenues and Expenditures - Internal Service Fund - 605 General Fund					
	2019	2020	2020	2021	2022
	ACTUAL	BUDGET	PROJECTED	BUDGET	BUDGET
BEGINNING FUND BALANCE	-	284,395	111,324	98,559	85,793
REVENUES:					
Taxes & Franchise Fees					
Licenses and Permits					
Court Receipts					
Leases and Rents					
Lease Termination					
Charges for Services					
TOTAL REVENUE	-	-	-	-	-
TOTAL AVAILABLE FUNDS	-	284,395	111,324	98,559	85,793
EXPENDITURES:					
Capital Outlay	12,901	27,450	12,766	12,766	12,987
Debt Service--Principal, Interest & Chg. Non-Departmental					
TOTAL EXPENDITURES	12,901	27,450	12,766	12,766	12,987
Transfers From Other Funds	124,225	350,000	-	-	-
Transfers To Other Funds					
ENDING UNRESERVED FUND BALANCE	111,324	606,945	98,559	85,793	72,806

2021 INTERNAL ONE TIME EXPENDITURES(FUNDED)

DEPT.	ITEM DESCRIPTION	COST
<u>ENGINEERING</u>		
	Hydrology Software	3,500
	TOTAL ENGINEERING	\$ 3,500
<u>PLANNING</u>		
		-
	TOTAL PLANNING	\$ -
<u>IT</u>		
	Computers, Monitors, Mobile devices	30,500
	TOTAL IT	\$ 30,500
	TOTAL GENERAL FUND ONE TIME EXPENDITURE	\$ 34,000
<u>TRANSPORTATION</u>		
	Quickie Saw	\$1,000.00
	Material-Spray Applicator "Bridge decks/parking lots"	\$3,000.00
	Plate tamper	\$2,000.00
	Sprayer tank Chemical	\$300.00
	Welder Mig	\$600.00
	Steel Road plate (2)	\$4,700.00
	Tool Boxes for Trucks/ Trailers	\$900.00
	Bobcat Harley rake	\$4,700.00
	Case backhoe Opposable Thumb (Attachment)	\$3,800.00
	TOTAL TRANSPORTATION	\$ 21,000
	TOTAL TRANSPORTATION FUND ONE TIME EXPENDITURE	\$ 21,000
<u>POLICE</u>		
	Patrol/Drone Transmitting software (yearly)	\$2,400.00
	Patrol/Active Shooter Kits (5)	\$6,000.00
	Patrol/Stalker Radar (handheld) (3)	\$13,000.00
	Face Covers for Ballistic Helmets	\$1,000.00
	Investigations/Interview Room Equipment	\$5,540.00
	SWAT/Marksman Rifle Plates (2)	\$4,400.00
	SWAT/Marksman rifle with Optics	\$2,900.00
	SWAT/Pole Cameras	\$4,000.00

DEPT.	ITEM DESCRIPTION	COST
	Patrol/223 Drop-in Bolts for SIMS	\$2,000.00
	Patrol/Handgun Ammo for SIMS	\$3,500.00
	Patrol/SIMS Protective Equipment	\$1,500.00
	Support/Replace Door Locks	\$2,000.00
	Patrol/Turtle Gear (3-5 sets)	\$3,000.00
	TOTAL POLICE	\$51,240.00
<u>FIRE DEPT.</u>		
	Active 911	2,500
	Annual Ladder Testing	4,000
	Medical Call & AED Supplies	14,000
	Fire Hose	9,000
	Apparatus Equipment (saws/hooks/nozzles)	20,000
	Technical Rescue Equipment	7,000
	Personal Protective Gear	30,000
	Annual Calibrations on Weather Stations	2,000
	Replace Building Furnishings	10,500
	TOTAL FIRE	\$99,000.00
	TOTAL PUBLIC SAFETY ONE TIME EXPENDITURE	\$150,240.00

Section

02

2021

Capital Request
Summary



2021 Capital Requests (Unfunded)

Prog #	Score	Quartile	Type	Department	ProgName	Cost
2139	41.667	1	Comm	Utilities	Sewer Collection Rehabilitation	350,000
2152	42.708	1	Comm	Parks & Rec	Eiserman Park Porous Walking Path	25,000
2164	42.708	1	Comm	Fire	Fire Engine replacement	860,000
2105	43.75	1	Comm	Utilities	Dewey Bald Water Tower (phase 1 of 2)	2,025,360
2150	43.75	1	Comm	Utilities	Rec Plex Water Tower renovation	450,000
2115	44.79	1	Comm	Public Works	Hwy. 165 & Hwy. 76 Intersection Improvements	600,000
2153	46.875	1	Comm	Parks & Rec	Cantwell Park Rehabilitation Project	60,000
2258	46.875	1	Comm	Public Works	76 Entertainment District Segment 1 & 2 Construction	5,200,000
2118	47.92	1	Comm	Public Works	Plotter Upgrade - Replace OCE Scanner/Printer	35,000
2162	51.04	1	Comm	Parks & Rec	Parnell Park Improvements	30,000
2130	53.13	1	Comm	Public Works	Hwy. 76 Utility Undergrounding Segment 3	1,800,000
2166	53.125	1	Comm	Fire	Outdoor Warning Siren Replacement	50,000
2151	55.21	1	Comm	Utilities	Compton Drive Flood Protection	480,000
2159	55.21	1	Comm	Parks & Rec	Campground Site Improvements	20,000
2128	56.25	1	Comm	Public Works	Fire Station & Police Headquarters Design and Construction	1,255,932
2125	58.33	1	Comm	Public Works	Transportation Master Plan	300,000
2129	69.79	1	Comm	Public Works	Hwy. 76 Segment 1, & 2 Design	500,000
2173	77.08	1	Gov	IT	Intrusion Detection & Prevention Appliance	80,000
2174	77.08	1	Gov	IT	Cisco Network Switch Replacements	80,000
2132	28.13	2	Comm	Utilities	Lift Station #46 - Install Pumps and Controls	430,000
2156	30.21	2	Comm	Parks & Rec	Community Center Access Road	25,000
2113	31.25	2	Comm	Public Works	Painting Branson Landing Boulevard & Veterans Bridge Pedestrian Railing	60,000
2116	31.25	2	Comm	Public Works	Celtic Bridge Replacement	165,000
2117	31.25	2	Comm	Public Works	Paint Striper	68,000
2170	31.25	2	Comm	Utilities	Cooper Creek - Intermediate Upgrades UV Refurbishment	210,000
2100	32.29	2	Comm	Planning	New vehicle (replace Unit 162)	25,000
2114	32.29	2	Comm	Public Works	Caudill Way Low Water Crossing	145,000
2127	32.29	2	Comm	Public Works	Replace 2011 Ford F-350 Pickup with Plow - Unit #279	48,000
2134	32.29	2	Comm	Utilities	Rebuild/Replace Lift Station 21 Pump	32,000
2134	32.29	2	Comm	Utilities	Scheduled Lift Station Pump rebuild/replacement	32,000
2160	32.29	2	Comm	Parks & Rec	RecPlex Exterior Building Painting	30,000
2144	33.33	2	Comm	Utilities	Water System GPS Unit	18,000
2101	35.42	2	Comm	Planning	Vehicle Replacement (Unit #189)	25,000
2155	35.42	2	Comm	Parks & Rec	Replace Vehicle #152	26,000
2158	35.42	2	Comm	Parks & Rec	Hydraulic Dump Trailer	7,500
2107	36.46	2	Comm	Utilities	Rebuild Compton Effluent Pumps	24,000
2178	36.46	2	Comm	Police	Patrol Replacement Vehicles	250,000
2161	38.54	2	Comm	Parks & Rec	Replacement Vehicle #205 (trash truck)	115,000
2179	38.54	2	Comm	Police	City-wide unmanned aerial vehicle	36,000
2112	65.63	2	Gov	Public Works	City Hall Boiler Unit	30,000
2172	67.71	2	Gov	IT	WiFi Hardware Upgrades	25,000
2126	15.63	3	Comm	Public Works	Replace Unit #88 - Olathe Brush Chipper	70,000
2176	15.63	3	Comm	Police	Less lethal launcher	6,000
2181	15.63	3	Comm	Police	Interview Room Equipment	5,540
2246	15.63	3	Comm	Fire	Fire Engine	800,000
2123	17.71	3	Comm	Public Works	Replace 2005 Chevrolet Trailblazer - Unit #199	35,000
2111	18.75	3	Comm	Utilities	Stairway Repairs for Pacific Street Water Tower	50,000

Prog #	Score	Quartile	Type	Department	ProgName	Cost
2131	18.75	3	Comm	Utilities	Rebuild Compton Drive Return Pumps (4)	60,000
2133	18.75	3	Comm	Utilities	Lift Station #4 Gravity Sewer - Eng Construction	30,000
2104	19.79	3	Comm	Utilities	Demo of Concrete Tanks Lift Station #31 & #36	60,000
2109	19.79	3	Comm	Utilities	WD/SC Maintenance Facility - Build #2 Eng	32,000
2102	20.83	3	Comm	Utilities	Additional Sewer Camera Equipment and Trailer System	121,000
2214	20.83	3	Comm	Utilities	Compton Drive Flood Protection	10,119,000
2103	21.88	3	Comm	Utilities	Advanced Metering Infrastructure (AMI) System	165,000
2137	21.88	3	Comm	Utilities	Spring Creek Sewer Mains - Construction	500,000
2148	21.88	3	Comm	Utilities	Repair Meadows Filter Rehab/Walls	30,000
2167	21.88	3	Comm	Fire	SCBA Compressor and Cascade System	75,000
2119	22.92	3	Comm	Public Works	Replace 2009 Radar Trailer	15,000
2120	22.92	3	Comm	Public Works	Replace 2014 6" Zero Turn Mower	10,000
2140	22.92	3	Comm	Utilities	Rebuild/Replace Compton Drive Aerators (2)	40,000
2141	22.92	3	Comm	Utilities	Rebuild/Replace Compton Drive Waste Sludge Pumps	20,000
2146	22.92	3	Comm	Utilities	Add Valve Excercizer/Vac Trailer	120,000
2169	23.96	3	Comm	Utilities	Spring Creek Water Mains - Construction	500,000
2177	23.96	3	Comm	Police	Motorola/Cody Systems Interface	17,500
2110	25.00	3	Comm	Utilities	WT Chlorine Leak Scrubber	250,000
2142	25	3	Comm	Utilities	Compton Drive Sludge Basin Aeration Blowers	30,000
2157	25	3	Comm	Parks & Rec	Replacement Utility Terrain Vehicles	16,000
2165	25	3	Comm	Fire	Fire Marshall Vehicle Replacement	35,000
2175	25	3	Comm	Police	Analytics software	9,700
2121	26.04	3	Comm	Public Works	Replace Bucket Truck - Unit #86	85,000
2154	26.04	3	Comm	Parks & Rec	Replacement Mower #260	11,200
2180	26.04	3	Comm	Police	Watchguard 4RE LPR Integration	6,210
2182	26.04	3	Comm	Administration	Housing Project Parking Lot	175,000
2106	27.08	3	Comm	Utilities	Ground Water Well Service Fund	35,000
2171	51.04	3	Gov	IT	Camera System Replacement for City Hall	50,000
2243	0	4	Comm	Parks & Rec	Replace Vehicle #255	32,000
2237	2.08	4	Comm	Parks & Rec	Campground WiFi Equipment Replacement	20,000
2244	2.08	4	Comm	Parks & Rec	Utility Tractor Replacement	22,000
2241	3.13	4	Comm	Parks & Rec	Replacement Flooring at the RecPlex	68,000
2122	5.21	4	Comm	Public Works	Replace 2001 Ford Explorer - Unit #98	35,000
2202	5.21	4	Comm	Public Works	City Hall Carpeting	400,000
2124	6.25	4	Comm	Public Works	Replace 2012 Ford Escape - Unit #288	28,000
2136	6.25	4	Comm	Utilities	Replace Unit 179 - 2008 Ford F-250 Pickup	38,000
2149	6.25	4	Comm	Utilities	Replace Unit #297 - 2012 Dodge Ram 1500 Truck	38,000
2215	6.25	4	Comm	Utilities	Water System GPS Unit	20,000
2219	6.25	4	Comm	Utilities	Scheduled Lift Station Pump Rebuilds/Replacement	140,000
2220	6.25	4	Comm	Utilities	WD/SC Maintenance Facility - Build #2 Construction	500,000
2224	6.25	4	Comm	Utilities	Rebuild Compton Drive Effluent Pumps (moved from 2020)	26,000
2232	6.25	4	Comm	Utilities	Repair Meadows Filter Rehab/Walls	30,000
2230	7.29	4	Comm	Utilities	Replace Unit #294 2012 International Dump Truck	118,000
2235	7.29	4	Comm	Utilities	Replace Unit #291 Ford F250 Utility Truck	50,000
2239	7.29	4	Comm	Parks & Rec	Trail Improvements- Roark Creek Trail	50,000
2240	7.29	4	Comm	Parks & Rec	Athletic Field Lighting Improvements	21,250
2242	7.29	4	Comm	Parks & Rec	Replace Roof at Community Center	50,000
2163	8.33	4	Comm	Fire	Command Staff Vehicle Replacement	55,000
2209	8.33	4	Comm	Public Works	Replace 2014 61" Zero Turn Mower - Unit #342	10,000
2210	8.33	4	Comm	Public Works	Replace 2015 61" Zero Turn Mower Unit #343	10,000

Prog #	Score	Quartile	Type	Department	ProgName	Cost
2223	8.33	4	Comm	Utilities	Intermediate Upgrades - Odor Control System Relocate	90,000
2225	8.33	4	Comm	Utilities	Rebuild Cooper Creek Influent Pumps	25,000
2226	8.33	4	Comm	Utilities	Rebuild/Replace Cooper Creek Aerators (2)	47,000
2227	8.33	4	Comm	Utilities	Replace Unit #212 2005 Freightliner Pump Truck	165,000
2231	8.33	4	Comm	Utilities	Meadows Intake - Alluvial Well feed System Feasibility	25,000
2234	8.33	4	Comm	Utilities	Rebuild Cliff Drive Intake Pump	27,000
2238	8.33	4	Comm	Parks & Rec	Pool Grate Replacement	30,000
2245	8.33	4	Comm	Fire	Command Staff Vehicle - Battalion Chiefs	55,000
2245	8.33	4	Comm	Parks & Rec	Soccer Field Turf	55,000
2254	8.33	4	Comm	Police	SWAT Operator Equipment	18,200
2255	8.33	4	Comm	Public Works	Hwy. 76 Utility Undergrounding Segments 1 & 2	150,000
2207	9.38	4	Comm	Public Works	Replace 2008 Ford F350 - Unit #175	43,000
2216	9.38	4	Comm	Utilities	Ground Water Well Service Fund	35,000
2217	9.38	4	Comm	Utilities	Lift Station #10 Equipment & Generator Upgrade Construction	400,000
2218	9.38	4	Comm	Utilities	Lift Station #34 Equipment & Generator Upgrade Construction	350,000
2222	9.38	4	Comm	Utilities	Replace Unit #296 2012 Vac Truck Blower/Truck	455,000
2236	9.38	4	Comm	Utilities	Crosby Tower Renovation	350,000
2247	9.38	4	Comm	Fire	Fire Station 3 Driveway Replacement	20,000
2138	10.42	4	Comm	Utilities	Replace Unit #328 2014 Polaris UTV	26,000
2205	10.42	4	Comm	Public Works	Replace 2002 Chevrolet C7500 Flatbed – UNIT #166	130,000
2206	10.42	4	Comm	Public Works	Replace 2002 John Deere Backhoe – Unit #173	102,000
2212	10.42	4	Comm	Utilities	Roark Watershed Sewer Collection Equalization Tank	1,200,000
2213	10.42	4	Comm	Utilities	Dewey Bald Water Tower (phase 2of 2)	2,025,360
2233	10.42	4	Comm	Utilities	Meadows Raw Water Basin Sealing	30,000
2248	10.42	4	Comm	Fire	Fire Marshal Vehicle Replacement	35,000
2256	10.42	4	Comm	Engineering	Construction Fire Station	3,701,000
2257	10.42	4	Comm	Engineering	Construction Police Headquarters	3,000,000
2250	10.42	4	Gov	IT	Financial & Operational Transparency Platform	50,000
2200	11.46	4	Comm	Utilities	Wastewater Conveyance Study	70,000
2203	11.46	4	Comm	Public Works	Pavement Management System Update	85,000
2204	11.46	4	Comm	Public Works	Replace 2008 Ford F350 – Unit #154	45,000
2228	11.46	4	Comm	Utilities	Water Mains Hwy 76 Complete Streets	998,000
2251	11.46	4	Comm	Police	CSI Evidence Vehicle	40,000
2145	12.50	4	Comm	Utilities	Add 3/4 ton Utility Truck	50,000
2201	12.50	4	Comm	Utilities	Water Master Plan Update	70,000
2208	12.50	4	Comm	Public Works	Replace 2012 International Dump Truck - Unit with Plow - Unit #304	160,000
2211	12.50	4	Comm	Utilities	Advanced Metering Infrastructure (AMI) System (FY2022)	165,000
2221	12.50	4	Comm	Utilities	Sewer Collection Rehabilitation	350,000
2229	12.50	4	Comm	Utilities	Downtown Water Mains	125,000
2249	12.50	4	Comm	Fire	Outdoor Warning Siren Replacement	55,000
2252	12.50	4	Comm	Police	Online Reporting Software	11,500
2253	13.54	4	Comm	Police	Patrol Replacement Vehicles	150,000
2143	14.58	4	Comm	Utilities	Replace Unit #214 - 2009 Freightliner Dump Truck to WWT	112,000
2147	14.58	4	Comm	Utilities	Pacific Street Tower AC Duct Replacement	40,000

Section

03

2021

Pay Plan/Merit



2021 MERIT MATRIX

Rating	5.00-6.00	4.00-4.99	3.00-3.99	0.00-2.99
Increase	3.00%	2.50%	2.00%	0.00%

Section

04

2021

Reserve Policy



OVERVIEW

It is important for the financial stability of the City to maintain reserve funds for unanticipated or extraordinary expenditures, revenue shortfalls or unforeseen emergencies, as well as to provide adequate working capital for current operating needs so as to avoid short-term borrowing.

When determining the appropriate level of reserve balance to retain in each fund, the City used factors such as diversity and volatility of the revenues and expenditures (i.e., a higher level of reserves may be needed if significant revenue sources are subject to unpredictable fluctuations, which is the case with the City's main source of revenue—sales tax), potential drain upon general fund resources from other funds and commitments as well as the availability of resources in other funds, credit-rating implications, economic realities, and GFOA guidelines to set the City's minimum fund balance requirement. The GFOA (Government Finance Officers Association) recommends a minimum fund balance of no less than 2 months of regular operating expenditures (16.7%).

The City will maintain total reserves for the General Fund that includes an Operating Reserve and a Contingency Reserve. The City will also maintain an Operating Reserve for the Recreation Fund and the Water & Sewer Fund. The total of the Operating Reserves for all three funds should be a minimum of 20 percent.

The City will maintain total reserves for the General Fund that includes an Operating Reserve and a Contingency Reserve. The City will also maintain an Operating Reserve for the Recreation Fund and the Water & Sewer Fund. The total of the Operating Reserves for all three funds should be a minimum of 20 percent.

The City will also maintain a \$125,000 Revenue Shortfall Reserve in the Tourism Marketing Fund. This amount provides a reasonable level of assurance that the City can continue to reimburse the amount budgeted for marketing expenditures under the current contractual obligation if revenues file insufficient to cover these expenditures during times of revenue shortfalls.

All other funds, including Special Revenue Funds, Debt Service Funds and Capital Projects Funds, do not have a fund balance requirement. Fund balances in these funds are dictated by revenue sources and are equal to a schedule of expenditures and capital projects.

An Operating Reserve will be budgeted in order to provide sufficient funds to meet the cash flow needs of the current operating budget. The Operating Reserve establishes a target amount in order to provide a reasonable level of assurance that day-to-day operations can continue if revenues are insufficient to cover expenditures during times of funding shortfalls (an emergency basis). The City's Contingency Reserve accumulates funds to be expended only when certain specific circumstances or conditions exist that were not anticipated and are not expected to occur routinely.

POLICY STATEMENT

1. Per Branson Code Sec. 2-426 - Operating Reserve funds, the City will maintain fund balances in the General Fund, Recreation Fund, and the Water Fund at a level which will avoid issuing short-term debt to meet the cash flow needs of the current operating budget. An Operating Reserve fund balance shall be composed of a minimum General Fund and Water Sewer Fund balance of 20% of the operating

expenditures of the current adopted budget (established per Ordinance). The Parks & Recreation Fund shall be composed of a minimum Fund balance of 10% (established per Ordinance).

2. Actual approval of the Contingency Reserve balance each fiscal year is through the advisement of the Board of Aldermen and then through the final adoption of the budget.
3. Funds in any of the Reserves cannot be used without specific direction from the Board of Aldermen.
4. Funds in all of the Reserves will be replenished as described below.
5. The Board of Aldermen will annually review the adequacy of all reserve balances.

USE, WITHDRAWAL AND REPLENISHMENT REQUIREMENTS

Operating Reserves may be used for emergency purposes resulting from the following: adverse impact on expenditures from a natural disaster such as flooding or tornado; unexpected loss or reduction of a key revenue source; price changes mandated by another governmental entity; volatility in certain special program funding; unexpected lawsuit liability.

Possible uses for the Contingency Reserves are as follows: unexpected or extraordinary onetime expenditures that have been identified during the current fiscal year that do not have a monetary effect on future budgets or incur significant operating and maintenance costs (non-recurring expenditures); unanticipated land acquisitions; one-time unanticipated capital costs; debt reduction. This money cannot be used to fund new programs or positions not included in the current year budget that will have an ongoing effect on future budgets.

A withdrawal from any of the reserve funds requires a majority approval by the Board of Aldermen through a resolution.

The City may choose to use part of the 20% Operating Reserves any time throughout the fiscal year, but only once the City Administrator has determined that no other viable source of funds are available for operations or that all expenditures have been reduced to necessity and only upon a majority vote of the Board of Aldermen. Should the Operating Reserve fall below the anticipated reserve level as stated in this Policy, the City Administrator will bring forward a plan as part of the subsequent fiscal year budget to the Finance Committee and ultimately the Board of Aldermen to replenish said reserve in a reasonable timeframe.

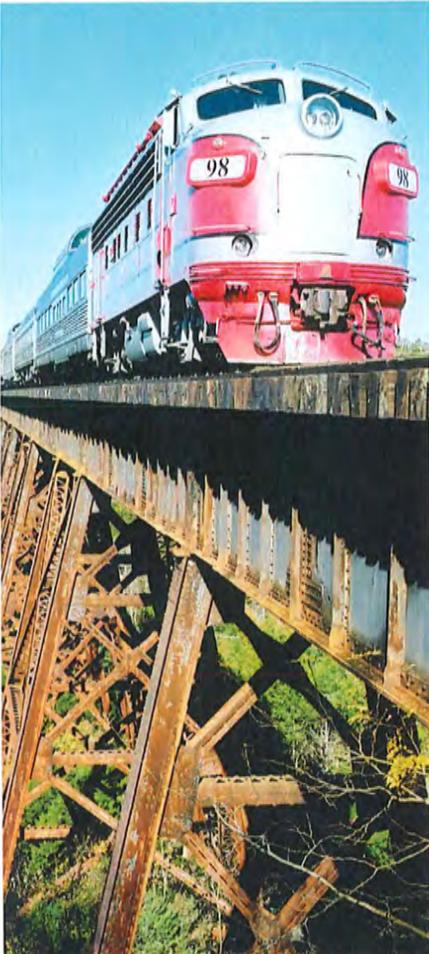
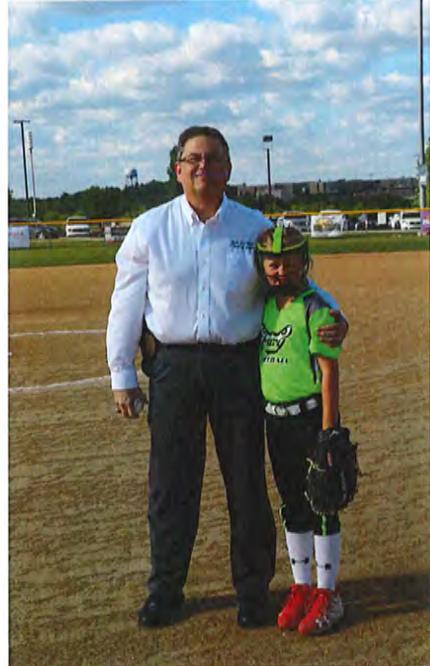
ADMINISTRATIVE RESPONSIBILITIES

The Finance Director shall be responsible for monitoring and reporting the City's various reserves to the Finance Committee on at least a quarterly basis. The City Administrator is directed to make recommendations to the Finance Committee and the Board of Aldermen on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

The Finance Director shall annually submit a report to the Finance Committee outlining the status of the City's various components of the Fund Balance of each fund. This report shall be submitted within thirty days of the receipt of the annual financial audit.



LOOKING FORWARD



Thank you to all that make this annual process possible.



CITY OF BRANSON, MISSOURI



The City of Branson (population 10,520; with millions of visitors annually and growing) is located in southwest Missouri, 35 miles south of Springfield within the heart of the Ozark Hills. Branson serves as the job, service and shopping center for a two-county area with 80,000 year-round residents. Branson is surrounded by three prize winning fishing lakes - Lake Taneycomo, Table Rock Lake and Bull Shoals Lake.

The city has an incorporated boundary of over 21 square miles. It has become the focus of international attention as both a major development area and an entertainment and tourism destination. The reasons are numerous and range from the scenic natural beauty to the variety of live entertainment options and family oriented entertainment offerings.

*www.bransonmo.gov
110 W. Maddux, Branson, MO 65616*



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR VARIOUS FUNDS.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

PUBLIC SAFETY FUND

- In 2018 the Taney County 911 Board made the decision to purchase and update the 911 Equipment totaling approximately \$315,000. Branson agreed to pay a portion of the equipment cost.
- The portion being billed to the City of Branson is \$52,607.48. If the City agrees to reimburse Taney County 911 for this portion of the equipment expense, a budget amendment is needed to cover this expense.
- If approved, the fund balance in the Public Safety Fund will be lowered by \$52,608

WATER SEWER FUND/INTERNAL SERVICE FUND

- Prior to the COVID-19 related City of Branson shut-down in March, the scheduled Lift Station pump replacement/rebuild bid was awarded to JCI Industries, Inc. and the contract was scheduled to go to the Board for approval. The original contract was for \$132,000 to repair/replace selected Lift Station pumps. This item was removed from the agenda and brought back for approval in July 2020. Due to the COVID financials, capital was removed for 2020, however, Utilities indicates two of the pumps in this contract are in need of replacement due to equipment failures and a third pump is in critical need of rebuild totaling \$49,826.
- We are recommending using the Water/Sewer Internal Service Fund for these pump replacements.
- If approved, the fund balance in the Water/Sewer Internal Service Fund will be lowered by \$49,826

GENERAL FUND/CAPITAL PROJECT FUND

- In 2018 when preparing the FY2019 budget, an estimate of \$17,000 was given to replace the carpeting in City Hall. At the end of 2019, a bid was done and awarded to Stoneridge Carpet in the amount of \$21,012.46. A capital project was set up for the \$17,000 and funds were transferred from the General Fund to the Capital Project Fund. Now that the project is ready to be completed, a budget amendment is needed for the additional \$4,012.46.
- If approved, the fund balance in the General Fund will be lowered by \$4,012.46.

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 VARIOUS FUNDS.

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 various funds 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 for various funds.

Public Safety Fund

Increase

262-2022-520-4010 (Public Safety Fund)	\$52,608
Fund Balance (Public Safety Fund)	(\$52,608)

Water Sewer/Internal Service Fund

601-0750-510-9011 (Water/Sewer Capital)	\$49,826
Fund Balance (W/S Internal Service Fund)	(\$49,826)

General Fund/Capital Projects Fund

101-1095-510-9140 (Transfer to Capital Projects Fund)	\$4,013
Fund Balance (General Fund)	(\$4,013)
140-5010-510-9011 (Capital Projects)	\$4,013
140-0000-499-4101 (Transfer from General Fund)	(\$4,013)

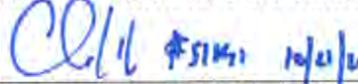
Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

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



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL CALLING AN ELECTION IN THE CITY OF BRANSON, MISSOURI ON THE QUESTION OF AUTHORIZING THE CITY TO ISSUE BONDS AND IMPOSING A TOURISM TAX.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- The City of Branson currently imposes a municipal tourism tax as follows:
 - 4.0% on the price paid or charged for rooms or accommodations thirty days or less at hotels, motels, tourist courts, campground sites, condominium units, time-share interests in condominiums and the price charged for tickets and other charges for admission to or participation in private tourist attractions
 - 0.5% on the price paid or charged for food and drinks sold in restaurants and other establishments
- Of the tax collected, 25% is expended for marketing purposes of the City of Branson businesses and 75% for infrastructure improvements within the City of Branson and associated bonds.
- The current tourism tax will retire in 2021.
- Failure to extend the bond will affect the city’s ability to fund marketing of the City’s tourism economy and ability to improve streets, sidewalks, waterworks and other public infrastructure projects.

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: Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations.

ATTACHED EXHIBITS: Exhibit “1” – Bonding Capacity/Tourism Tax



Bonding Capacity/ Tourism Tax

FAQ - Quick Facts

When will the Tourism Tax stop being collected?

The current Tourism Tax will no longer be collected when the bonds that are currently outstanding are repaid. That is currently expected to occur in January 2022.

How long can Tourism Tax bonds be outstanding?

Not longer than 20 years.

Is the Tourism Tax commingled with other City revenues?

No, the receipts of the tax received by the City are deposited in a special trust fund. The money in this fund shall not be commingled with any other funds of the City.

What does the City anticipate using the proceeds of the Bonds for?

The Tourism Tax statute and the ballot questions require that the tax and the bonds be issued for the purpose of funding sidewalks, streets, highways, roads, waterworks, and wastewater including distribution and collection systems. The city has identified more than \$80 million for these types of projects.

What are the Tourism Tax rates?

The tax currently charges 4% on amusements and lodging and 0.5% on restaurant sales.

What is Tourism Tax used for?

Is all of the Tourism Tax revenue used for bond payments or infrastructure?

No, as is currently the case, 25% of the Tourism Tax revenue is used for tourism marketing and promotional purposes. The City also pays for its collection expenses from the proceeds of the tax.

Why does the city borrow funds to pay for infrastructure?

The two principal reasons are (1) the cost of needed infrastructure improvements is greater than the City's current financial resources, and (2) infrastructure improvements generally have a long useful life and borrowing allows users to pay for the improvement over that long life.

What is the legal authority for imposing the Tourism Tax?

Sections 94.800 through 94.825 RSMo authorize certain cities to impose these taxes and to issue bonds payable from the taxes.

How much does the Tourism Tax currently generate?

According to the city's audited financial statements, in Fiscal Year 2018, the Tourism Tax generated a total of \$12,364,279 (adjusted for TIF debt).

Tourism Bonding

What happens if the ballot questions do not pass?

If the Tourism Tax is not available and the City cannot issue bonds to fund various infrastructure projects, the completion of these projects will be delayed indefinitely. The City does not have the resources to complete the projects without the continuation of the Tourism Tax and issuance of the bonds.

Does the City plan on issuing all of the bonds at the same time?

No, the City anticipates that it will continue to develop plans for various needed infrastructure projects and only issue the bonds as they are needed once projects are nearly ready to begin.

What are the ballot questions?

There are two options for questions that can be placed on the ballot:

Ballot Option 1

Under Option 1, the tax does not need a sunset applied. Additionally, because the financing obligations under this option would not have a formal pledge of the tax and would be subject to payment from the amounts appropriated on an annual basis, there is no debt limitation on the amount of financing obligations other than the amount of funds available to make payments of the debt service. If authorization for a tourism tax without bonds, the ballot questions would appear similar to the following:

Question 1

Shall the municipality of Branson impose a tourism tax of 4.0% on the price paid or charged for rooms or accommodations for thirty days or less at hotels, motels, tourist courts, campground sites, condominium units, time-share interests in condominiums and the price charged for tickets and other charges for admission to or participation in private tourist attractions for the purpose of funding sidewalks, streets, highways, roads, waterworks, and wastewater including distribution and collection systems, which may include the retirement of debt under previously voter-approved bonded indebtedness, and promoting tourism?

YES NO

Question 2

Shall the municipality of Branson impose a tourism tax of 0.5% on the price paid or charged for food and drinks sold in restaurants and other establishments for the purpose of funding sidewalks, streets, highways, roads, waterworks, and wastewater including distribution and collection systems, which may include the retirement of debt under previously voter-approved bonded indebtedness, and promoting tourism?

YES NO

Ballot Option 2

Under Option 2, which is the form of the ballot questions the city initially opted for, the city may authorize the issuance of bonds for the purpose of funding permitted projects and impose the tax to pay debt service on the bonds. Once the bonds are paid, the sales tax is terminated and collected funds are permitted to be used for authorized projects until all funds have been expended. Debt limits are limited to 20% of the last completed assessed value of the City. Approval of the tax with bonds, the two ballot questions would appear similar to the following:

Question 1

Shall the municipality of Branson issue bonds in the amount of \$_____ (insert amount) for the purpose of funding sidewalks, streets, highways, roads, waterworks, and wastewater including distribution and collection systems, and shall a tourism tax of 4.0% be imposed on the price paid or charged for rooms or accommodations for thirty days or less at hotels, motels, tourist courts, campground sites, condominium units, time-share interests in condominiums and the price charged for tickets and other charges for admission to or participation in private tourist attractions to repay such bonds or previously voter-approved bonded indebtedness and to promote tourism?

YES

NO

Question 2

Shall the municipality of Branson issue bonds in the amount of \$_____ (insert amount) for the purpose of funding sidewalks, streets, highways, roads, waterworks, and wastewater including distribution and collection systems, (insert type of improvement) and shall a tourism tax of 0.5% be imposed on the price paid or charged for food and drinks sold in restaurants and other establishments to repay such bonds or previously voter-approved bonded indebtedness and promote tourism?

YES

NO

Voter Information

What is the required majority for approval?

The approval of 4/7 of the voters voting on the questions to authorize bonds is required for passage if voted in November 2020 or April 2021, and 2/3 if voted in August or November 2021.

Who can I contact for more information?

Please contact the City of Branson Administration Department at (417) 337-8548 or the Finance Department at (417) 337-8538.

AN ORDINANCE CALLING AN ELECTION IN THE CITY OF BRANSON, MISSOURI ON THE QUESTION OF AUTHORIZING THE CITY TO ISSUE BONDS AND IMPOSING A TOURISM TAX.

WHEREAS, the City of Branson, Missouri (the “City”) is political subdivision incorporated as a fourth class city of the State of Missouri; and

WHEREAS, the City of Branson currently imposes a municipal tourism tax on certain sales within the city pursuant to the Municipal Tourism Tax (City of Branson) found in §94.830, RSMo et. al. (1997); and

WHEREAS, the current tourism tax will expire upon retirement of the current infrastructure bonds issued by the city; and

WHEREAS, Board of Aldermen desires to submit the issue to qualified voters of the City of Branson in the form authorized under §94.817, RSMo (1997).

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

Section 1: The Board of Aldermen finds it necessary and hereby declares its intent to authorize the issuance of bonds for the purpose of funding permitted projects and impose sales taxes to pay debt service on the bonds. Once the bonds are paid, the sales tax will be terminated and collected funds are permitted to be used for authorized projects until all funds have been expended.

Section 2: An election is hereby ordered to be held in the City of Branson, Missouri, on April 6, 2021, on the following questions:

QUESTION 1

Shall the municipality of Branson, Missouri issue bonds in the amount of \$93,000,000 for the purpose of funding sidewalks, streets, highways, roads, waterworks, and wastewater including distribution and collection systems, and shall a tourism tax of 4.0% be imposed on the price paid or charged for rooms or accommodations for thirty days or less at hotels, motels, tourist courts, campground sites, condominium units, time-share interests in condominiums and the price charged for tickets and other charges for admission to or participation in private tourist attractions to repay such bonds or previously voter-approved bonded indebtedness and to promote tourism?

QUESTION 2

Shall the municipality of Branson, Missouri issue bonds in the amount of \$93,000,000 for the purpose of funding sidewalks, streets, highways, roads, waterworks, and wastewater including distribution and collection systems, and shall a tourism tax of 0.5% be imposed on the price paid or charged for food and drinks sold in restaurants and other establishments to repay such bonds or previously voter-approved bonded indebtedness and promote tourism?

- Section 3: The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.
- Section 4: The City Clerk is hereby authorized and directed to notify the County Clerks of Taney County, Missouri and Stone County, Missouri, of the adoption of this Ordinance no later than 4:00 P.M. on January 26, 2021, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.
- Section 5: 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

CLC # 51831 10/23/20
Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BRANSON/LAKES AREA TOURISM COMMUNITY ENHANCEMENT DISTRICT TO LICENSE THE EXPLORE BRANSON DOMAIN NAME AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: IT DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- The attached contract is a 5-year agreement with Branson/Lakes Area Tourism Community Enhancement District (TCED) to license the use of the domains explorebranson.com, explorebranson.net, and explorebranson.org for the use of marketing tourism.
- The agreement utilizes the same terms as previous contracts, which requires the Branson/Lakes Area Tourism Enhancement District to pay the City of Branson a licensing fee of \$1 per year. It also requires the licensee to pay all domain registration and renewal fees and any other costs or expenses associated with the use of the domains during the contract.
- This agreement is a 5-year term, expiring on December 31, 2025.
- The contract allows both parties to terminate the agreement with 30 days notice.

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: W3.1

BILL NO. 5904

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BRANSON/LAKES AREA TOURISM COMMUNITY ENHANCEMENT DISTRICT TO LICENSE THE EXPLOREBRANSON DOMAIN NAME AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, in January of 2020, the City of Branson and the Branson/Lakes Area Tourism Community Enhancement District entered into a one year agreement to license the use of the domains explorebranson.com, explorebranson.net, and explorebranson.org for the use of marketing tourism; and

WHEREAS, the contract expires December 31, 2020 and a new contract is needed; and

WHEREAS, the Board of Aldermen desires to execute a five year intergovernmental agreement with Branson/Lakes Area Tourism Community Enhancement District for Explore Branson domain names.

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 intergovernmental agreement with Branson/Lakes Area Tourism Community Enhancement District for Explore Branson domain names in the amount of \$1.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

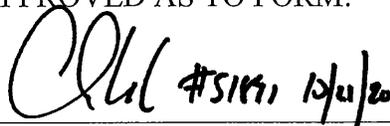
Read, this first time on this _____ day of _____, 2020.

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

E. Edd Akers
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:


Chris Lebeck #51831
City Attorney

EXPLOREBRANSON DOMAIN NAME LICENSE AGREEMENT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "Licensor") and Branson/Lakes Area Tourism Community Enhancement District ("Licensee").

WITNESSETH:

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

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

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the Licensor and the Licensee as follows:

1. **Scope Of Work.** The Licensor agrees to engage the work of the Licensee and the Licensee agrees to provide the services 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 Licensee 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 Licensee. Such personnel shall not be employees of or have any contractual relationship with the Licensor except as employees, subcontractors or agents of the Licensee. All of the work required hereunder will be performed by the Licensee or under Licensee'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.

4. **Term.** The work of the Licensee 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, 2025.**

5. **Payment.**
A. Conditioned upon acceptable performance. The Licensee agrees to pay the Licensor in accordance with the terms set forth in **Exhibit A**.

6. **Termination of Contract.**
A. Termination for breach. Failure of the Licensee to fulfill Licensee'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 Licensor shall thereupon have the right to immediately terminate the contract. The Licensor shall give written notice of termination to the Licensee by one of three different means: Facsimile Transmission ("FAX") if Licensee has a FAX number; U.S. Postal Service Mails; or by

hand delivering a copy of the same to the Licensee; 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 Licensee 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 Licensee under this contract shall at the option of the Licensor become its property, and the Licensee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Licensee shall not be relieved of liability to the Licensor for damages sustained by the Licensor by virtue of any such breach of the contract by the Licensee.

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 Licensor 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. Licensee 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 Licensee further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment.** The Licensee 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 Licensor thereto. Provided, however, that claims for money due or to become due to the Licensee from the Licensor 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 Licensor. Any such assignment is expressly subject to all rights and remedies of the Licensor 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 Licensor to give any notice to any such assignee of any actions which the Licensor may take under this agreement, though Licensor 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 Licensee 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 Licensee 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 Licensee will be an independent Licensee and not the Licensor'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 Licensee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Licensee's activities and responsibilities hereunder. The licensee 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 Licensee and the Licensor, and the Licensor will not be liable for any obligation incurred by the Licensee.

12. **City Benefits.** The Licensee shall not be entitled to any of the benefits established for the employees of the Licensor nor be covered by the Worker's Compensation Program of the Licensor.

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

A. In no event shall the Licensor be liable to the Licensee for special, indirect, or consequential damages, except those caused by the Licensor'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 Licensor shall be limited to the amount of money to be paid by the Licensor 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 Licensee shall defend, indemnify, and hold the Licensor 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 Licensee arising out of or in any way connected with this contract. Licensee further agrees to defend, indemnify and hold the Licensor harmless from and against any claims, losses and liabilities (including without limitation the tangible, intangible and intellectual property and including the loss of use), whatever the cause may be, arising out of the award of this contract to the Licensee and/or Licensee's use of the Domains.

C. The Licensee shall indemnify and hold the Licensor 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. **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 Licensor and Licensee 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.

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

20. **Safety.** Contractor and subcontractors performing service for the Licensor 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.

21. **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.

LICENSEE:

By: Derek Smith 10/2/20

By: Karen K. Hall 9/30/20
(Signature) Date

Derek Smith

Names: Karen K. Hall

President (Printed Name)

Title: Secretary

Company



Address:

176 Corporate Place Branson, MO 65616

Phone: 417-239-0032

E-Mail: j.benson@blatced.com

Tax ID: 20-4176477

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

Chris Lebeck #51831 9/23/20
Chris Lebeck #51831 Date
City Attorney

SCOPE OF WORK

Licensor is the owner of the Internet domain names ExploreBranson.com, ExploreBranson.net and ExploreBranson.org, hereinafter called "the Domains", and the web pages currently being accessed through the Domains.

Licensee shall pay Licensor One Dollar (\$1.00) per year for and in consideration for the use of the Domains and associated web pages.

Therefore, for good and valuable consideration, including the promises and mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **License** Licensor hereby grants to Licensee an exclusive worldwide license to use the Domains in connection with the performance of its statutory marketing duties in any lawful manner it deems appropriate subject only to the terms and conditions contained herein. This Agreement and the license granted hereunder shall commence on the execution date of the contract and shall continue until terminated in accordance with the provisions of this Agreement.
2. **Web Pages** Licensor hereby grants the Licensee a revocable, exclusive, worldwide license to use the web pages currently associated with the Domains. The web pages will be preserved and stored on electronic media in their form as of the execution date of the contract and shall constitute the property owned by the Licensor. The Licensee shall have the right to change, modify or update the web pages in any manner at its expense and will be the owner of any such changes, modifications or updates to the original web pages. Any such modified system shall then become the exclusive property of the Licensee and the Licensor shall not have any claim, right, title or interest in the modified system.
3. **Conditions of Use**
 - a) Licensee hereby acknowledges Licensor's right, title and interest in and to the Domains and Licensor's exclusive right to license the use of the Domains. Licensee agrees not to claim any title to the Domains or any right to use the Domains except as permitted by this Agreement, and shall not contest or deny the validity or enforceability of Licensor's rights in the Domains except as permitted or authorized herein.
 - b) Licensee shall comply at all times at its sole expense with all applicable laws and regulations pertaining to the use of the Domains.
 - c) The parties acknowledge that the Licensee shall be responsible for all maintenance, upkeep, license fees, domain renewal fees and any other costs or

expenses associated with the use of the Domains during the period of this Agreement.

- d) The Licensor shall remain as the “Owner” of the Domains on the documents pertaining to the registration of the Domains.
- e) The Licensor shall cause the Licensee to be named as the “Administrative, Technical and Billing” contact on the registration documents pertaining to the Domain Names. It is the intent of both the Licensor and Licensee that the Licensee shall have full and total control of the Domains and all associated web pages during the period covered by this Agreement. The Licensor agrees that the Licensee shall have the right to move the Domains and web pages to any internet service provider that it the Licensee deems suitable.
- f) Both Licensor and Licensee acknowledge that it is the intent of the Licensee to use the Domains and web pages of the Licensor covered under this Agreement to develop its own web site to help meet its statutory duties to market tourism in the District. Licensor acknowledges that such marketing will be done, among other ways, through the redirection of the Domains traffic to the new web sites of the Licensee and may result in a substantial reduction in the value of the Domains and web pages of Licensor covered under this Agreement.

4. **Warranty Disclaimer and Indemnification**

- (a) LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE FOR OR IN RESPECT OF ANY CLAIM BY ANY THIRD PARTY THAT LICENSEE’S USE OF THE DOMAINS PURSUANT TO THIS AGREEMENT INFRINGES UPON OR OTHERWISE VIOLATES ANY PROPRIETARY OR OTHER RIGHTS OF SUCH THIRD PARTY.

5. **Effects of and Procedure on Termination**

Termination Upon the termination of this Agreement in accordance with the conditions and provisions contained herein, all rights of Licensee granted hereunder shall terminate and automatically revert to Licensor and Licensee shall immediately discontinue the use of the Domains and thereafter shall no longer use or have the right to use the Domains. The Licensee shall then return to Licensor the web pages as stored on the electronic media as provided for in Section 2 herein.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A CONTRACT RENEWAL WITH DAZZEE INTEGRATIONS PERTAINING TO INFORMATION TECHNOLOGY MANAGED NETWORK AND SECURITY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: IT DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- The following is an agreement with Dazzee Integrations to provide managed network and security services to the City’s network infrastructure. The contract provides support to the IT Department for advanced network engineering, configuration, and maintenance. It also ensures critical network and server hardware is configured to operate optimally and properly secured to mitigate cybersecurity risks.
- Overview of other services included: 24/7/365 support for business critical issues, monitoring of all servers, VoIP telephone system administration, network analysis, server event log monitoring, patch monitoring, monthly network and systems reports, and quarterly business reviews.
- This agreement covers both the City’s network infrastructure and the Convention Center with the Convention Center covering their costs.
- These services were bid in 2019 and this agreement is the second of three optional contract renewals. The total monthly recurring cost for this agreement is \$3,500. The contract does include additional funds to accommodate any unforeseen network changes or services not included in the scope of agreement.
- The term of this agreement will be from January 1, 2021 to December 31, 2021. The annual not-to-exceed amount is \$55,000. Funds are included in the 2021 budget appropriations.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

JD

COMMUNITY PLAN 2030: W3.1

BILL NO. 5905

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT RENEWAL WITH DAZZEE INTEGRATIONS PERTAINING TO INFORMATION TECHNOLOGY MANAGED NETWORK AND SECURITY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson is approving the contract renewal with Dazzee Integrations pertaining to Information Technology Managed Network and Security Services; and

WHEREAS, Dazzee Integrations has been recommended for approval as lowest qualified bidder 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, AS FOLLOWS:

Section 1: The Board of Aldermen hereby approves a contract renewal with Dazzee Integrations pertaining to Information Technology Managed Network and Security Services in an amount not to exceed \$55,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "A".

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

Read, this first time on this _____ day of _____, 2020.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

**NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT**

THIS RENEWAL made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **DaZZee Integrations** ("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 **Fifty Five Thousand Dollars (\$55,000.00), 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: Shane Naughton 9/29/20
(Signature) Date

Name: Shane Naughton
(Printed Name)

Title: President

Company Name: DaZZee Integrations

Address: 1015 State Hwy 248
ste A. Branson Mo 65614

Phone: 417-334-0494

E-Mail: Shane@DaZZee.com

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

CLL #51831 9/29/20
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2020-0059

SERVICES CONTRACT

THIS CONTRACT made and entered into this 26th day of November, 2019, by and between the City of Branson, Missouri (the "City") and **DaZZee Integrations** ("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 three (3) additional one-year periods, or part thereof. Each additional year will require a contract and Board of Aldermen approval. In the event the contract is renewed, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.**

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 Five Thousand Dollars (\$55,000.00)**, 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 Dollars (\$2,000,000.00) 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: Shane Naugher 10/16/19
(Signature) Date

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

Name: Shane Naugher
(Printed Name)

Title: President

Company Name: DaZZee I.T. Services

Address: 1015 State Hwy 248

Ste A Branson MO 65616

Phone: 417-334-0494

E-Mail: Shane@daZZee.com

Tax ID: 43-1894816

ATTEST:
Lisa K Westfall
Lisa K Westfall
City Clerk



APPROVED AS TO FORM:

Chris Lebeck #51831 10/16/19
Chris Lebeck #51831 Date
City Attorney

DaZZee Integrations, LLC
1015 MO-248 A
Branson, MO 65616

SCOPE OF WORK

1. Purpose: DaZZee Integrations agrees to provide managed services surrounding the City of Branson's information technology network infrastructure per the following general requirements.

2. Description of Current Network Environment:

The City of Branson's computer network consists of a Cisco routing and switching infrastructure that includes (16) physical locations that communicate using a mixture of leased metro-ethernet, VPN, and City-owned fiber-optics. All switching and routing are built on Cisco hardware. The infrastructure also consists of (40) Windows Servers virtualized using VMware. The physical servers are Cisco UCS. Shared storage is achieved using a Nimble storage SAN. A Cisco BE6000 phone system is used for all telecommunications. Data is replicated to a secure offsite data center that hosts duplicate hardware. Also, the following Barracuda branded technologies are used: Barracuda Vx Spam Firewall, Barracuda Web Filter Appliance, and Barracuda Backup Appliance. Two Windows domains are in use to provision network shares, users, and printers.

The City also owns and operates the Branson Convention Center. The Convention Center is currently operating as a separate network hosting separate servers and network resources. The network is very similar to the City's core network described above. A Windows domain is in use to provision network shares, users, and printers. Cisco branded switching and routing hardware, VMware, Cisco servers, wireless, and an EMC SAN are also used. Telecommunications is achieved using a Cisco BE6000 VoIP PBX.

3. General Requirements:

The services will be performed in accordance with the following:

The network is comprised of multiple locations located throughout the City. The City recognizes the need to maintain a stable, reliable network as it is critical to the City's everyday business needs.

DaZZee Integrations will supplement the City's existing Information Technology Department with the responsibility of managing the City's server and network infrastructure security. Service expectations include, but are not limited to; keeping the network functionally secure. This should include ongoing proactive review and remediation of all aspects of network and server configurations. DaZZee Integrations will also coordinate with the IT Director to maintain a comprehensive data backup

strategy, assist with disaster recovery planning, and maintain accessibility to all network resources.

4. Roles and Responsibilities will include but not be limited to:

- 4.1 Internal and external network vulnerability scanning and rededication of internal and external of all network hardware resources
- 4.2 Quarterly penetration testing to include a written report of results and documented remediation steps
- 4.3 Monthly dark web scan reporting
- 4.4 Management of all firewalls and security appliances
 - 4.4.1 Quarterly updates to firmware
 - 4.4.2 Urgent updates applied weekly
 - 4.4.3 Ensure secure configuration for ongoing operations
- 4.5 Proactive management of all security updates to network, firewall, and server infrastructure components
- 4.6 Secure hardening of virtualization infrastructure
- 4.7 Provide escalation support for network infrastructure configuration
- 4.8 Provide escalation support and emergency response for the server environment, including:
 - 4.8.1 Active Directory
 - 4.8.2 Virtualization environment
 - 4.8.3 SAN storage administration
- 4.9 Manage VMware Site Recovery Manager & Nimble SAN replication between the City's main data center and backup datacenter
 - 4.9.1 Monthly status checks to ensure configuration and data integrity
 - 4.9.2 Testing of backup datacenter
 - 4.9.3 Remediation of any issues identified
- 4.10 Troubleshooting and maintenance of network system
- 4.11 Escalation support for Cisco VoIP telephone system administration
 - 4.11.1 Management, oversight, and assistance for issues related to Cisco VoIP BE6K telephone system environment
- 4.12 Mitigation and resolution of detected issues
- 4.13 Network infrastructure security design and planning consulting services
- 4.14 CJIS & PCI compliance auditing and remediation
- 4.15 Security incident response and remediation
- 4.16 Emergency response for critical infrastructure component problems
 - 4.16.1 Emergency response required within 2 hours of opening ticket
- 4.17 Comprehensive documentation of network environment including configurations, devices, and change logs.
- 4.18 Providing quality assurance on all work

5. Network Problem Identification, Troubleshooting, and Predictive Failure Monitoring

- 5.1 DaZZee Integrations shall have and use current industry-standard diagnostic tools that are appropriate for use in diagnosing and providing resolution to server or network security problems
- 5.2 DaZZee Integrations shall when required, participate in conference calls during mitigation actions or network/network security related issues
- 5.3 DaZZee Integrations, upon request, shall provide after-action reports regarding resolution actions during and/or after server or network related event

6. Network Administration

- 6.1 Perform network design changes as required for current and future IT projects
- 6.2 Assist IT Director with technology planning as needed
- 6.3 Provide escalation support for advanced troubleshooting

7. Server Security Administration

- 7.1 Ensure scheduled preventive maintenance related to security for hardware and software is properly and promptly performed; coordinate with City IT Department to maintain appropriate maintenance records on the equipment and track equipment inventory; develop operations, administrative, and quality assurance back-up plans and procedural documentation.
- 7.2 Configuration management, including changes, upgrades, group policy configuration, patches, etc.
- 7.3 Support specialized local government software products. This includes dedicated applications for various departments, such as Finance, Human Resources, Community Services, Courts, Police, Facilities Maintenance, etc.

8. Network Security

- 8.1 Responsible for the overall security of network infrastructure components; including the support of all servers, routers, switches, firewalls, e-mail, web filtering, etc.
- 8.2 Maintain secure remote access environment and provide remote access administration

9. Cisco VoIP Telephone System Administration

- 9.1 Maintain network and system diagram of key VoIP system components
- 9.2 Perform preventative maintenance, patching, and upgrades

- 9.3 Ensure network and BE6000 VoIP PBX is properly configured for optimal performance
- 9.4 IT Department staff will assist with maintaining handsets and handset configuration as needed but will require oversight to ensure handsets are provisioned properly
- 9.5 Maintain auto-attendant and make changes when necessary
- 9.6 Maintain voicemail system
- 9.7 Maintain any software relating to VoIP telephone system
- 9.8 Coordinate with IT Director to provide proper planning for growth and reliability

10. Strategic Planning

10.1 Provide planning assistance with major system enhancements; including installations and upgrades of new or existing systems. Examples include server upgrades, migrations, storage system upgrades, redesign of legacy systems, etc.

11. Service Hours and Response

- 11.1 24x7x365 support for business-critical issues will be responded to as soon as a Service Provider technician is notified either by automatic monitoring alerts or by City staff
- 11.2 Business-critical issues impacting more than one department or issues that impact the ability for emergency services (Police and Fire) to properly respond to emergency calls shall be responded to immediately upon notification. It shall be understood that business-critical issues impacting emergency services are critical to the City's ability to properly respond to the emergencies of our visitors and citizens and shall be addressed at the highest priority possible until complete resolution of the issue at the satisfaction of the City's IT Director.
- 11.3 Support for non-business critical issues will be responded to within 2 hours after a Service Provider technician is notified either by automatic monitoring alerts or by City staff

12. Hardware Replacement Cost

12.1 Costs associated with hardware replacement are not included in this agreement.

13. Experience and Qualifications:

The City of Branson prefers dedicated network engineers to provide services with the goal to provide sustained continuity in communication and increased familiarity with specific network environment details.

All individuals accessing the City of Branson's network must pass a background check as required per Police Department CJIS requirements. Documentation must be kept on file with the City of Branson Police Department.

PRICING PAGE

Setup Fee

Description	Price	Qty	Ext. Price
One Time Setup Fee to provision and implement SOC	\$1,450.00	1	\$1,450.00
Subtotal:			\$1,450.00

Monthly Pricing Structure

Description	Recurring	Qty	Ext. Recurring
Secure I.T. - DaZZee Managed Network and Security Services - City Locations	\$2,875.00	1	\$2,875.00
Secure I.T. - DaZZee Managed Network and Security Services - Branson Convention Center	\$625.00	1	\$625.00

Recurring Subtotal: \$ 3,500.00



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPOINTING THOMAS MOTLEY AS MUNICIPAL COURT JUDGE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: CITY CLERK

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- This item is for the appointment of Tom Motley for Judge of the Municipal Court. The contract is the same as the current contract that expires at the end of December.
- The contract has a required minimum number of 40 court dates which is consistent with prior contracts and allows for adjustments if warranted throughout the year.
- Judge Motley has served as Municipal Judge for the City for eighteen years and has held several Board positions on the state Judge’s Association throughout the years.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 1.3 – Public Safety

ATTACHED EXHIBITS:

BILL NO. 5906

ORDINANCE NO. _____

AN ORDINANCE APPOINTING THOMAS MOTLEY AS MUNICIPAL COURT JUDGE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, pursuant to Section 30-55 of the Branson Municipal Code, the Municipal Judge for the City of Branson shall be appointed by the Mayor, with the consent and approval of the members of the Board of Aldermen; and

WHEREAS, Thomas Motley currently presides as the City of Branson Municipal Court Judge; and

WHEREAS, the Mayor desires to appoint Thomas Motley.

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

Section 1: Thomas Motley is hereby appointed to the position of Municipal Court Judge for a term ending December 31, 2021.

Section 2: The Board of Aldermen hereby authorizes the Mayor to execute the Municipal Judge Contract with Judge Motley in the form as attached hereto as Exhibit "1", and incorporated herein by reference.

Section 3: This ordinance shall be in full force and effect from and upon its passage and approval.

Read, this first time on this _____ day of _____, 2020.

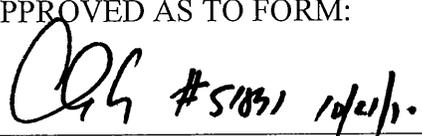
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk


Chris Lebeck #51831
City Attorney

MUNICIPAL JUDGE AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between the City of Branson, Missouri, a Fourth Class City of the State of Missouri, hereinafter referred to as "City", and The Motley Law Firm, P.C. a Missouri Professional Corporation, hereinafter referred to as "the Company" and Thomas Motley, sole shareholder of the Company and a duly licensed attorney-at-law in the State of Missouri, hereinafter referred to as "Judge".

WHEREAS, Section 30-55 of the Branson City Code of Ordinances provides that the Mayor may appoint a municipal judge, upon the consent of the members of the Board of Aldermen, to a term ending December 31, 2021; and,

WHEREAS, the Mayor has re-appointed to the position of Municipal Judge Thomas Motley, a duly licensed attorney in the State of Missouri, and the Board of Aldermen have authorized the Mayor to execute an agreement with the Company to provide the Judge; and,

WHEREAS, Judge has affirmed that he is ready, willing and able to fulfill the duties as the Municipal Court Judge for the City of Branson.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Service as Municipal Court Judge. The Company has agreed to furnish the Judge, and the Judge agrees to serve as the presiding Municipal Judge for City. The Judge further agrees to comply with the Code of Judicial Conduct and the Canons of Ethics of the State of Missouri, to uphold the ordinances of the City, and all orders, rules, and judgments entered in municipal court, and to be available for the purposes of administering warrants for arrest and motions or requests for emergency orders.
2. Maintaining Qualifications. The City, the Company and Judge agree that the obligations of each party under this Agreement are contingent upon the Judge maintaining the qualifications to serve as City's Municipal Court Judge pursuant to the statutes of the State of Missouri and the ordinances of the City of Branson.
3. Term. The Company agrees to furnish the Judge for a term from January 1, 2021 to December 31, 2021, upon appointment by the Mayor and Judge agrees he shall serve for a term from January 1, 2021 to December 31, 2021 upon the appointment by the Mayor. The Mayor shall have the discretion to remove the Judge from office during said term upon the consent of the majority of the members elected to the Board of Aldermen by giving sixty (60) days written notice to the Judge and to the Company. The Company and the Judge shall also have the discretion to terminate the appointment herein contemplated or resign by giving sixty (60) days written notice to the City Administrator.
4. Court. The Judge agrees that municipal court shall be convened in the chambers provided by the City. A minimum of 40 (forty) court dates for every (12) twelve months will be established in agreement with the City Administrator and City Clerk and within the budgetary constraints of the department.

5. Payment for Court Service. The City shall pay to the Company, and the Company agrees to accept as full payment for the service furnished under this agreement by Judge, the sum of One Thousand Two Hundred Dollars (\$1,200.00) for each day of court convened by the Judge as described in Paragraph 4 above. If any additional half days and/or hours of court are convened by the Judge, the Company will be paid a minimum of a half day of Six Hundred Dollars (\$600.00).

6. Membership and Conference. The City shall pay for the Judge's membership dues for the Missouri Municipal and Associate Circuit Judges Association (MMACJA) and shall pay for the Judge to attend MMACJA Annual Courts Conference including expenses. These expenses will be in accordance with the City's Human Resource Policy for payment of travel expenses.

7. Status of Judge. The parties hereto agree this Agreement does not create an employee/employer relationship. It is the parties' intention that the Company and/or the Judge will be an independent contractor and not the City's employee for all purposes.

8. Administrative Responsibility. The Judge shall be responsible for the efficient and ethical administration of municipal court proceedings, and shall be subject to the supervision of the presiding circuit court judge for Taney County, Missouri, as to the administration of municipal court proceedings. The City, through its City Administrator, shall be responsible for staffing the municipal court office with personnel and for the municipal court budget, and for the supervision of said personnel except as relating to municipal court proceedings administered by the Judge. For the purposes of this Agreement, "municipal court proceedings" shall refer to the docketing of cases and court sessions, filing of motions, orders, and other papers, issuance of arrest warrants and bonds, convening of municipal trials and hearings, sentencing of defendants, or ruling upon motions, orders, and appeals.

9. Jurisdiction and Venue. The parties hereto agree that this Agreement has been made and entered into in the State of Missouri, and that the laws of this state shall apply to any interpretation hereof. The parties further agree that the venue for any claims, suits, or proceedings in court filed as a result of or involving this Agreement, or any term, provision, or portion hereof, shall be in the Circuit Court of Taney County, Missouri.

10. Entire Agreement. This Agreement contains the entire agreement and understanding 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.

11. Judge agrees that he shall be the only person that will be performing the duties described herein.

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STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPOINTING MEMBERS TO FILL CERTAIN VACANCIES ON THE CITY OF BRANSON TAX INCREMENT FINANCING COMMISSION.

INITIATED BY: CITY CLERK

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- This is a housekeeping item for the appointment of Class 1 members to the TIF Commission, which are appointed by the City.
- Currently Bob Simmons's and David Whetstone's terms are expiring 11/28/2020.
- The TIF appointments are done by ordinance and are by, "the chief elected officer of the municipality, with the consent of the majority of the governing body of the municipality". For approval, this requires four votes of the Board of Aldermen for first and final reading of the ordinance.
- The original terms are staggered terms and all terms thereafter are for four years. If a vacancy occurs prior to a term expiring, the appointment is to fill until the end of the current term.
- The Mayor is asking for the following appointments to be approved:
 - Bob Simmons current term expires 11/28/2020 – reappointment for an additional 4 year term to expire 11/28/2024.
 - David Whetstone current term expires 11/28/2020 – reappointment for an additional 4 year term to expire 11/28/2024.

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: ED-3: Development Incentives

ATTACHED EXHIBITS:

BILL NO. 5907

ORDINANCE NO. _____

AN ORDINANCE APPOINTING MEMBERS TO FILL CERTAIN VACANCIES ON THE CITY OF BRANSON TAX INCREMENT FINANCING COMMISSION.

WHEREAS, pursuant to the State of Missouri’s Real Property Tax Increment Allocation Redevelopment Act, the City of Branson (the “City”) utilizes a Tax Increment Financing (TIF) Commission to review applications seeking tax increment financing; and

WHEREAS, the Class 1 members of the TIF Commission, which are appointed by the City, currently has one vacancy and two positions expiring; and

WHEREAS, the City desires to fill those vacancies so that the TIF Commission.

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

Section 1: The Mayor has prepared a list of citizens to be appointed as Class 1 members of the TIF Commission. The list is as follows:

- Bob Simmons current term expires 11/28/2020 – reappointment for an additional 4 year term to expire 11/28/2024.
- David Whetstone current term expires 11/28/2020 – reappointment for an additional 4 year term to expire 11/28/2024.

Section 2: The Board of Aldermen hereby concurs in the appointments stated in Section 1 and those individuals are appointed as Class 1 members of the TIF Commission for the terms specified.

Section 3: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 4: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 5: Should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

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



Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH PEPSICO FOR VENDING SERVICES AND MERCHANDISE RESALE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PARKS AND RECREATION DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- This bill is for annual review and approval of the City’s contract with PepsiCo for the purpose of providing soda for resale at the Branson RecPlex concessions.
- This is the first renewal option of the five year agreement, to be reviewed and approved annually by the Board of Aldermen.
- This contract includes a 4% increase in case costs, which is allowable in the agreement. Staff feels this renewal contract continues to be profitable and in the City’s best interest to continue. The contract also includes a rebate price for the total number of cases sold per year in the amount of \$4.00/case. Based on 2019 totals, the estimated revenue for 2021 is \$85,745.00.
- Staff recommends renewal of the contract for fiscal year 2021 (January 1, 2021 through December 31, 2021) with PepsiCo in an amount not to exceed \$30,000. This amount is based on past and anticipated future usage.
- The contract was reviewed and approved by the Advisory Park Board and is within the proposed 2021 operating budget.

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 & Recreation

ATTACHED EXHIBITS:

BILL NO. 5908

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH PEPSICO FOR VENDING SERVICES AND MERCHANDISE RESALE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson is approving the contract renewal with PepsiCo for vending services and merchandise resale; and

WHEREAS, PepsiCo 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 PepsiCo for vending services and merchandise resale for the City of Branson for an amount not to exceed \$30,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

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

Read this first time on this _____ day of _____, 2020.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CL #51831 12/21/20

Chris Lebeck #51831
City Attorney

Master Contract Number: C2020-0021
 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 **PepsiCo** ("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 **Thirty Thousand Dollars (\$30,000.00)**, all of which is dependent upon budget appropriations.

3. **Compensation.** It is expressly understood that the commission rates listed as follows will be in effect from January 1, 2021 to December 31, 2021.

- a. 001. Percentage of vending gross sales to the City in the amount of 50%
- 002. Soda 20 oz. \$0.70 / bottle \$16.64 / case
- 003. Water 20 oz. \$0.54 / bottle \$13.00 / case
- 004. Sport Drink 20 oz. \$0.78 / bottle \$18.72 / case
- 005. Tea 18.5 oz. \$1.39 / bottle \$16.64 / case
- 006. Flavored Tea 12 oz. \$0.36 / can \$ 8.65 / case
- 007. Iced Coffee 13.7 oz. \$2.08 / bottle \$24.96 / case
- 008. Maximum pricing percentage increase each year 4%
- 009. Rebate price for total number of cases sold per year in the amount of \$4.00/case
- 010. Other considerations
 \$500.00 per year to be used on any point of sale items needed for all locations.
 Examples would be umbrellas, banners and all signs needed.

4. **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.

5. **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.

Master Contract Number: C2020-0021

Sub-Contract Number: _____

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

SERVICE PROVIDER:

By: [Signature] 9-22-20
(Signature) Date

Name: Ron Henry
(Printed Name)

Title: Sales Representative

Company Name: Pepsico

Address: 2700 E. Turner St.

Phone: Springfield mo. 65803
417-837-1405

E-Mail: ron.henry@pepsico.com

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

[Signature] #51831 9/17/20
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2020-0021

SERVICES CONTRACT

THIS CONTRACT made and entered into this 23rd day of September, 2019, by and between the City of Branson, Missouri (the "City") and PepsiCo ("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 four (4) additional one (1) year renewal 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.

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

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Thirty Thousand Dollars (\$30,000.00), all of which is dependent upon budget appropriations.**

8. **Compensation.** It is expressly understood that the commission rates listed in **Exhibit B** will be in effect from **January 1, 2020 to December 31, 2020. These rates may be subject to changes for each renewal period, depending on the acceptance or rejection of any commission adjustments submitted by the Service Provider.**

9. **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.

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. 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.

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

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

SERVICE PROVIDER:

By: MARK Esquivel 9/23/19
(Signature) Date
Name: MARK Esquivel
(Printed Name)
Title: FSR
Company Name: PepsiCo
Address: 2200 E. Turner
Springfield, Missouri 65803
Phone: 417-268-5949
E-Mail: mark.esquivel@pepsico.com
Tax ID: 13-1584302

CITY OF BRANSON, MISSOURI

E. Edd Akers 9/23/19
E. Edd Akers
Mayor
ATTEST:
Lisa K Westfall 9/23/19
Lisa K Westfall
City Clerk


APPROVED AS TO FORM:

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

PepsiCo
2200 E. Turner
Springfield, MO 65807

SCOPE OF WORK

1. Purpose: PepsiCo agrees to be the City's vending operator as outlined in accordance with the general requirements.
2. General Requirements:

The requirements described herein are considered reasonable to meet the City's needs.

2.1 Operator Responsibilities/Scope of Work

PepsiCo shall perform, maintain, and operate a soda vending program, including performance of all required duties, including but not limited to, supplying vending machines (bottle, can and/or fountain) and related equipment, installing equipment, upkeep of equipment, supplying brand name products, filling machines with product, collecting funds from machines and remitting commissions and other financial considerations to the City.

2.2 Term

This Contract will be in effect for a period of five (5) years, the base year plus up to four (4) additional one (1) year renewal 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 PepsiCo in removing equipment at the expiration of the agreement.

2.3 Vending Machines/Equipment

The proposal must be based on the use of new or acceptable refurbished vending machines with non-resettable cash accounting meters and bill validators. 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.

2.4 Quantity/Type of Equipment

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

2.5 Facility Readiness

Any utility or structural upgrades to the facility required to place certain machines must be approved by the City in advance and funded by PepsiCo. 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 food service codes and all proper local permits as required.

Any permanent upgrades to the facilities by PepsiCo shall remain at the location and shall become the property of the City without any further compensation to PepsiCo by the City. Permanent upgrades include, but are not limited to utility upgrades, countertops attached to the facility, any other device or structure attached to the facility.

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 the premises

2.6 Additional Equipment

Additionally, PepsiCo must be prepared to add machines at the request of the City at various future locations at the discretion of the City of Branson Parks and Recreation Director.

2.7 Change Machines

In certain instances, PepsiCo may be required to supply additional change machines at the discretion of the City.

2.8 Accessibility

All machines must comply with all accessibility requirements established by the local, state, and federal guidelines.

2.9 Non-profitable machines

Non-profitable machines must be left in place. Removal of non-profitable machines will only be allowed after the City gives prior written permission.

2.10 Care of Equipment

Machines should be kept clean and free of graffiti.

2.11 Equipment Removal

PepsiCo shall not remove equipment from any location 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 PepsiCo shall advise the City in writing immediately following a change of equipment.)

2.12 Advertising

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

2.13 Compliance with Laws/Permits/Licenses

PepsiCo shall be responsible for obtaining all licenses, permits and permissions.

2.14 Product Stocking

Machines shall be kept continuously stocked with fresh, quality, and brand name merchandise. At times PepsiCo may be required to provide certain commodities at the request of the City.

2.15 Product Pricing

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

2.16 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 PepsiCo 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.

The City of Branson would also entertain the following items for the recreation program:

- A. Umbrellas for the Pool
- B. Product donations for Special Events
- C. Signage, coolers etc.

2.17 Operator Personnel

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

2.18 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.

2.19 Service calls

PepsiCo 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.

2.20 Tax Obligations

PepsiCo is responsible for any tax obligations.

2.21 Refunds

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

2.22 Complaints

The PepsiCo 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 PepsiCo in connection with the contracted services, may be served. If PepsiCo wishes to change its designated agent or representative, PepsiCo 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.

2.23 Right to Audit

The PepsiCo shall maintain financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. PepsiCo 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 one-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

PepsiCo provided commission-pricing information as specified below to provide vending operations in accordance with the terms and conditions of the contract.

001. Percentage of vending gross sales to the City in the amount of 50%
- | | | | | |
|------|--------------|----------|-----------------|----------------|
| 002. | Soda | 20 oz. | \$0.67 / bottle | \$16.00 / case |
| 003. | Water | 20 oz. | \$0.52 / bottle | \$12.50 / case |
| 004. | Sport Drink | 20 oz. | \$0.75 / bottle | \$18.00 / case |
| 005. | Tea | 18.5 oz. | \$1.33 / bottle | \$16.00 / case |
| 006. | Flavored Tea | 12 oz. | \$0.35 / can | \$ 8.32 / case |
| 007. | Iced Coffee | 13.7 oz. | \$2.00 / bottle | \$24.00 / case |
008. Maximum pricing percentage increase each year 4 %
009. Rebate price for total number of cases sold per year in the amount of \$ 4.00 / case
010. Other considerations
\$500.00 per year to be used on any point of sale items needed for all locations. Examples would be umbrellas, banners and all signs needed.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF SITE ONE LANDSCAPE SUPPLY PERTAINING TO THE PURCHASE OF AGRICULTURE SUPPLIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PARKS AND RECREATION DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- Two bids were received on September 7, 2020 for the purchase of agriculture and maintenance supplies such as grass seed, fertilizer, chemicals, field marking paint, weed control mound clay and field conditioner for a period of one year (January 1, 2021 through December 31, 2021) for city properties, parks and athletic fields.
- Bids are compared line item by line item and reviewed for the lowest bid. Contracts are then written with each vendor for the line items which they have provided the lowest bid and approved by the Board when the cumulative amount is over \$15,000.
- The following is a contract with Site One Landscape Supply with a total not to exceed amount of \$47,704.65. The amount is based on past usage and can be lowered or adjusted to meet budget constraints.
- The bid items meet city specifications and are within the budget. Funds are budgeted in the proposed 2021 operating budget.

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. 5909

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF SITE ONE LANDSCAPE SUPPLY PERTAINING TO THE PURCHASE OF AGRICULTURE SUPPLIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for the bids for agriculture supplies used in city properties and parks for the City of Branson; and

WHEREAS, Site One Landscape Supply has been recommended for approval by staff, and

WHEREAS, the Board of Aldermen desires to award 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 accepts the proposal of Site One Landscape Supply pertaining to the purchase of agriculture supplies for the City of Branson for the amount not to exceed \$47,704.65 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.

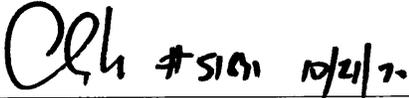
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 20__.

E. Edd Akers
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:



Chris Lebeck #51831
City Attorney

Master Contract Number: _____

PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and SiteOne Landscape Supply ("Seller").

WHEREAS, the City of Branson desires to purchase and the Seller agrees to sell to the City certain commodities more particularly described in Exhibit A (bid); and

WHEREAS, the Seller made certain representations and statements to the City with respect to the provision of such commodities and the City has accepted the Seller's proposal;

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **agricultural supplies, from a date beginning on January 1, 2021 to a date ending December 31, 2021.**
2. **Quantities to be Purchased and Purchase Price.**
 - a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**
 - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
 - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Forty Seven Thousand Seven Hundred Four Dollars and Sixty Five Cents (\$47,704.65), 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: **1501 Branson Hills Parkway, 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:

CITY OF BRANSON, MISSOURI

By: [Signature] _____
(Signature) Date

E. Edd Akers Date
Mayor

Name: ROB JOHNSON
(Printed Name)

Title: BUSINESS DEVELOPMENT MANAGER

ATTEST:

Company Name: SITE ONE LANDSCAPE SUPPLY

Lisa K Westfall Date
City Clerk

Address: 5236 S. Campbell Ave.
Springfield, MO 65810

Phone: 636-459-6426

APPROVED AS TO FORM:

E-Mail: rjohnson2@siteone.com

[Signature] #51831 9/23/10
Chris Lebeck #51831 Date
City Attorney

Tax ID: 36-4485550

Site One Landscape Supply
5236 S. Campbell Ave.
Springfield, MO 65810

SCOPE OF WORK

1. Purpose: Site One Landscape Supply agrees to provide chemicals, seed, and fertilizer for grounds maintenance for the period beginning January 1, 2021 through December 31, 2021.

2. General Requirements:
 - 2.1 All products must be of acceptable quality.
 - 2.2 Site One Landscape Supply agrees to replace defective products within ten (10) days. If, at any time, Site One Landscape Supply fails to meet or correct problems involving the quality of the product, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and Site One Landscape Supply will be liable for excess costs incurred.
 - 2.3 All pricing must include shipping costs* for product delivered to various locations 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, pallet fees, lift gate/drop fee etc. will not be accepted.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected.
 - 2.4 Quantities given are estimated usage only and actual usage may be more or less depending upon demand. The City reserves the right to purchase quantities above or below the quantity estimated. Products will be ordered on an as-needed if-needed basis, in any quantity, and may be acquired for any department within the City. 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. Therefore, requirements for minimum quantities and/or orders will not be accepted. Prices must remain firm for the duration of the contract.
 - 2.5 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Product	Quantity	Estimated Usage
Round-Up Quick Pro	4/6.8lb/case	40 cases
Liquid Round Up (or approved equal)	2/2.5gal/case	5cases
Amine 400 2-4D	2 gal/case	5cases
18-0-9 Weed and Feed	50lb/bag	150 bags
21-0-0 Ammonia Sulfate	50lb/bag	250 bags
14-14-14 Time Release (8-9 month release poly coated)	50lb/bag	250 bags
Southern Athletic Fields Field Conditioner (or approved equal)	50lb/bag	500 bags
Southern Athletic Fields Sure Dry (or approved equal)	50lb/bag	500 bags
Southern Athletic Fields Field Mar Mound Clay (or approved equal)	50lb/bag	160 bags
Field Marking Dust (marble dust)	50lb/bag	280 bags
Field Marking Paint (white)	5 gal. bucket	200 buckets
5 Star Fescue	50lb/bag	500 lbs
Perennial Rye Seed	50lb/bag	500 lbs
Bermuda Triangle Seed	25lb/bag	500 lbs

PRICING PAGE

Site One Landscape Supply provided pricing information as specified below to provide chemicals, seed, and fertilizer for grounds maintenance in accordance with the terms and conditions of this contract.

<i>Item</i>	<i>Product</i>	<i>Quantity</i>	<i>Estimated Usage</i>	<i>Price Usage</i>
001.	Round-Up Quick Pro	4/6.8lb/case	40 cases	\$ 264.22 / case
002.	Liquid Round Up (or approved equal)	2/2.5gal/case	5 cases	\$ 69.70 / case
004.	Amine 400 2-4D	2/2 gal/case	5 cases	\$ 74.19 / case
005.	18-0-9 Weed and Feed	50lb/bag	150 bags	\$ 20.61 / bag
006.	21-0-0 Ammonia Sulfate	50lb/bag	250 bags	\$ 10.85 / bag
007.	14-14-14 Time Release (8-9 month release poly coated)	50lb/bag	250 bags	\$ 20.42 / bag
008.	Southern Athletic Fields Field Conditioner (or approved equal)	50lb/bag	500 bags	\$ 8.26 / bag
009.	Southern Athletic Fields Sure Dry (or approved equal)	50lb/bag	500 bags	\$ 7.93 / bag
010.	Southern Athletic Fields Field Mar Mound Clay (or approved equal)	50lb/bag	160 bags	\$ 13.05 / bag
011.	Field Marking Dust (marble dust)	50lb/bag	280 bags	\$ 4.15 / bag
012.	Field Marking Paint (white)	5 gal. bucket	200 buckets	\$ 7.84 / gal
013.	5 Star Fescue	50lb/bag	500 lbs	\$ 60.52 / 50 lb bag
015.	Perennial Rye Seed	50lb/bag	500 lbs	\$ 61.87 / 50 lb bag
016.	Bermuda Triangle Seed	25lb/bag	500 lbs	\$ 180.50 / 25 lb bag



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 6 OF THE BRANSON MUNICIPAL CODE PERTAINING TO ALCOHOL BY WEIGHT OF MALT LIQUOR.

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

1. Branson Municipal Code contains throughout Chapter 6 a 5% alcohol by weight (ABW) limitation on malt liquor. Five percent ABW equates to a 6.25% alcohol by volume (ABV).
2. Malt liquor is generally defined as a beer or other malt beverage having 3.2% alcohol by weight manufactured from pure hops or pure extract of hops, and pure barley malt or other wholesome grains or cereals and wholesome yeast and pure water.
3. The United States has seen an explosion of craft beer and microbreweries. In 1994 the Brewers Association reported 324 brewpubs, 192 microbreweries, 0 tap rooms, and 16 regional breweries in the United States. In 2019, those numbers swelled to 3,011 brewpubs, 2,966 tap rooms, 2,058 microbreweries, and 240 regional breweries.
4. Many popular craft beers contain an alcohol by weight (ABW) in excess of 5% (ABV in excess of 6.25%).
5. Examples of the ABV for some popular regional beers:
 - a. Mother’s Brewing Company (Springfield, MO)
 - i. Lil’ Helper – 7% ABV
 - ii. Sunshine Chugsuckle – 6.5% ABV
 - b. Public House Brewing Company (Rolla, MO)
 - i. Elusive IPA – 6.8% ABV
 - ii. Mango Elusive IPA – 6.8% ABV
 - c. Piney River Brewing Company (Bucyrus, MO)
 - i. Big Piney River IPA – 8% AB
 - ii. Missouri Mule IPA – 7% ABV
 - d. 4 by 4 Brewery (Springfield, MO)
 - i. Parkside Pineapple – 6.5% ABV



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: T-2: Entertainment/Attractions/Shopping

ATTACHED EXHIBITS:

1 **BILL NO. 5910**

ORDINANCE NO. _____

2
3
4 **AN ORDINANCE AMENDING CHAPTER 6 OF THE BRANSON MUNICIPAL CODE**
5 **PERTAINING TO ALCOHOL BY WEIGHT OF MALT LIQUOR.**
6

7
8 **WHEREAS**, Branson Municipal Code contains throughout Chapter 6 a five percent (5%) alcohol
9 by weight (ABW) limitation on malt liquor; and

10
11 **WHEREAS**, the United States has seen an explosion of craft beer and microbreweries. In 1994
12 the Brewers Association reported 324 brewpubs, 192 microbreweries, 0 tap rooms, and 16 regional
13 breweries in the United States. In 2019, those numbers swelled to 3,011 brewpubs, 2,966 tap
14 rooms, 2,058 microbreweries, and 240 regional breweries; and

15
16 **WHEREAS**, the ABW of many of the popular craft beers being sold today exceed the five percent
17 (5%) ABW limitation on malt liquor in the Branson Municipal Code.

18
19 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE**
20 **CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

21
22 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this
23 ordinance shall become and be made a part of the Branson Municipal Code, and the
24 sections of this ordinance may be renumbered to accomplish such intention.

25
26 Section 2: That Section of the Branson Municipal Code is hereby amended to read as follows:

27
28
29 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE
30 WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.

31
32 Sec. 6-1. - Definitions.

33
34 *Malt liquor* means any beer or other malt beverage manufactured from pure hops or pure extract
35 of hops, and pure barley malt or other wholesome grains or cereals and wholesome yeast and pure
36 water, and having an alcoholic content in excess of 3.2 percent by weight[~~, but not in excess of~~
37 ~~five percent by weight~~].

38
39 [~~Retail five percent beer by the drink dealer means any person who may be engaged in the sale of~~
40 ~~beer that contains alcohol in excess of 3.2 percent of alcohol by weight and not more than five~~
41 ~~percent by weight.~~]

42
43 Sec. 6-31. - License required; license categories; number of licenses; fees.

44
45 (b) License categories, number of licenses, and fees. The following categories of licenses are
46 available, subject to the indicated restrictions on the total number of licenses which may be issued
47 in each category, upon payment of the indicated fee and upon meeting all other requirements under
48 this chapter for the issuance of such license:

- 49 (1) Sale of ~~[five percent]~~ malt liquor in the original package not to exceed three such licenses.
50
- 51 (2) Sale of ~~[five percent]~~ malt liquor by the drink on the premises not to exceed six such licenses.
52 This license can only be issued to a restaurant-bar, resort, or microbrewery.
53
- 54 (3) a. Sale of intoxicating liquor in the original package: 18 such licenses for businesses of
55 less than 10,000 square feet and for businesses exceeding 10,000 square feet that have more than
56 five percent of retail floor space dedicated to the sale of liquor-related product three of which shall
57 be reserved exclusively for convenience stores with retail sales of gasoline, groceries, and food for
58 consumption on the premises, with a minimum of 600 square feet dedicated solely to restaurant
59 seating, and which display all intoxicating liquor for sale in the section of the store which is farthest
60 from the main entrance as possible.
61
- 62 b. Notwithstanding any foregoing provision of this section limiting the number of
63 authorized licenses to the contrary, the finance director or designated liquor control specialist, may
64 also authorize the issuance of any license to sell ~~[five percent]~~ malt liquor in the original package,
65 or intoxicating liquor in the original package, whenever the finance director or designated liquor
66 control specialist, finds and determines that the premises at which the liquor sales will take place
67 contain a minimum of 10,000 square feet of retail floor space, of which not more than five percent
68 will be devoted to the sales of alcoholic beverages in their original package.
69
- 70 (4) Sale of liquor by the drink, such number and type as may be licensed by the state division
71 of alcohol and tobacco control. This license can only be issued to a restaurant-bar, resort, or
72 microbrewery.
73
- 74 (5) Sale of Sunday liquor by the drink, such number and type, including resort and seasonal
75 resort licenses, as may be licensed by the state division of alcohol and tobacco control.
76
- 77 (6) The sale of intoxicating liquor on Sunday between the hours of 9:00 a.m. and 12:00 midnight,
78 in the original package and not for consumption on the premises. The number of licenses cannot
79 exceed the number of weekday package liquor licenses issued.
- 80 (7) Wine manufacturer's license, such number and type as may be licensed by the state division
81 of alcohol and tobacco control.
82
- 83 (8) Caterer's license, such number and type as may be licensed by the state department of alcohol
84 and tobacco control, and licensed to sell liquor by the drink in the city.
85
- 86 (9) Six-day, ~~[five percent]~~ beer, and light wine restaurant license, sale of ~~[five percent]~~ malt
87 liquor, or light wines containing not in excess of 14 percent alcohol by weight, by the drink at
88 retail for consumption on the premises, by any business licensed by the state division of alcohol
89 and tobacco control for such sales. This license can only be issued to a restaurant-bar or resort.
90
- 91 (10) Microbrewery license, such number and type as may be licensed by the state division of
92 alcohol and tobacco control authorizing the licensee to manufacture or brew malt liquor
93 ~~[containing alcohol not in excess of five percent by weight]~~ or nonintoxicating beer, and in
94 quantities not to exceed 10,000 barrels per year.
95

96 (11) Railroad license, such number and type as may be licensed by the state division of alcohol
97 and tobacco control.

98
99 (12) Boat or vessel liquor by drink, such number and type as may be licensed by the state
100 division of alcohol and tobacco control.

101
102 (13) Other licenses permitted by state law, including but not limited to, wholesaler, solicitor,
103 manufacturer, and caterer's licenses of such number and type as may be licensed by the state
104 division of alcohol and tobacco control.

105
106
107 Section 3: This ordinance shall be in full force and effect from and after its passage by the
108 Board of Aldermen and approval by the Mayor.

109
110
111 Read, this first time on this ____ day of _____, 20__.

112
113
114 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of
115 Branson, Missouri on this ____ day of _____, 20__.

116
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120 _____
121 E. Edd Akers
122 Mayor

123 ATTEST: APPROVED AS TO FORM:

124
125
126
127
128 _____
129 Lisa K Westfall
130 City Clerk

131

Chris Lebeck #51831
City Attorney

 9/24/2020



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 94 OF THE BRANSON MUNICIPAL CODE PERTAINING TO MICROBREWERIES.

INITIATED BY: PLANNING AND DEVELOPMENT DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- Proposed municipal code amendments to the Unified Development Code (Chapter 94), being sponsored by Aldermen Whiteis, for modifications to Articles I and IV pertaining to microbreweries.
- Amendments include two parts with the first being a follow up to amendments previously approved by the Board of Aldermen in November 2019 (Ord. No. 2019-0204). Specifically, it will resolve the inconsistency between the definition of a microbrewery in Chapter 94 and the definition provided in Chapter 6 which mirrors Missouri Statutes as to how many barrels of beer they are allowed to produce in one year.
- The second part adds the Neighborhood Commercial (NC) zoning district to the list of zoning districts (Community Commercial, Mixed-Use, Downtown, Entertainment, Business, and Industrial) where microbreweries are permitted. Additionally, it establishes three supplementary use standards for the use:
 - Operating hours restricted between 11:00 am and 10:00 pm daily within the Neighborhood Commercial (NC) zoning district
 - Outside seating areas cannot exceed 50 percent of the setback standards for the zoning district which it is located
 - All production, processing and distribution activities need to be conducted within an enclosed building
- Planning Commission recommends approval of the bill through Resolution 20-12.3 (20-01200003) with a vote of 6-0 during their October 6, 2020 meeting.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

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

COMMUNITY PLAN 2030: LU-5: Development Codes & Regulations.

ATTACHED EXHIBITS: 1) Planning Commission Resolution 20-12.3

1) PLANNING COMMISSION RESOLUTION 20-12.1

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PLANNING COMMISSION
RESOLUTION NO. 20-12.3 (20-12000003)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF MUNICIPAL CODE AMENDMENTS TO CHAPTER 94 - ZONING, PERTAINING TO MICROBREWERIES.

WHEREAS, certain areas of the Branson Municipal Code are in need of amendment; and,
WHEREAS, it is the desire of the Planning Commission for the City of Branson to have zoning regulations in the Branson Municipal Code that are clear and concise for understanding and interpretation; and,
WHEREAS, it is the desire of the Planning Commission for the City of Branson to insure that the Unified Development Code is current and user friendly; and,
WHEREAS, the Planning Commission for the City of Branson has determined that amendments to the Branson Municipal Code are reasonable and necessary; and,
WHEREAS, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for amendments to the Unified Development Code; and,
WHEREAS, a Public Hearing was held before the Branson Planning Commission on October 6, 2020, at 7:00 PM, in the City Council Chambers located at 110 W. Maddux Street, Branson, Missouri.
BE IT THEREFORE RESOLVED, that the Planning Commission for the City of Branson hereby recommends approval of Municipal Code amendments to Chapter 94 - Zoning, pertaining to microbreweries as described on Exhibit 'A', attached hereto and incorporated by reference herein.

DONE THIS 6TH DAY OF OCTOBER, 2020, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.


Clark Harris - Chairman

ATTEST:


Joel Hornickel – Planning and Development Director

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EXHIBIT 'A'

CHAPTER 94 - ZONING

ARTICLE I. - IN GENERAL

Sec. 94-5. - Definitions.

Microbrewery means an establishment where beer and malt beverages are made on the premises and then sold or distributed, and which produces 10,000 or less [~~than 15,000~~] barrels (a barrel is approximately 31 gallons) of beer per year. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and directly to the consumer.

ARTICLE IV. - USES

Sec. 94-60. - Table of permitted uses.

Table 94-60.1 Permitted Uses

Use Category	Ag/Residential					Mixed-Use/Nonresidential					Supplemental Use Standards		
Subcategory												<i>Note: This reference is to use-specific standards only, other code requirements may apply</i>	
Specific Use Type	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS		I
Commercial Services													
Eating and Drinking													
Microbrewery						<u>P</u>	P	P	P	P	P	P	<u>94-61(e)(4), 94-63(e)(3)</u>

Sec. 94-61. - Use and structure standards.

- (a) *Generally applicable standards.*
- (b) *Residential uses.*
- (c) *Civic and institutional uses.*
- (d) *Utility uses.*
- (e) *Commercial uses.*
 - (1) *Animal sales and services with outdoor facilities.*
 - (2) *Amusement parlor/arcade.*
 - (3) *Theater.*
 - (4) *Microbrewery.*
 - a. Within a neighborhood commercial district, operating hours are restricted to between 11:00 a.m. and 10:00 p.m. daily.
 - b. Any outside seating area shall not exceed 50 percent of the setback standards for the zoning district which it is located.
 - c. All production, processing, and distribution activities shall be conducted within an enclosed building.

- 87 (~~4~~**5**) *Alternative financial establishment.*
- 88 (~~5~~**6**) *Automated teller machines (ATMs).*
- 89 (~~6~~**7**) *Financial institution.*
- 90 (~~7~~**8**) *Off-premises contacts (OPC).*
- 91 (~~8~~**9**) *Retail sales establishment.*
- 92 (~~9~~**10**) *Thrift store.*
- 93 (~~10~~**11**) *Medical marijuana facility.*
- 94 (~~11~~**12**) *Lodging.*
- 95 (~~12~~**13**) *Car wash, full- or self-service.*
- 96 (~~13~~**14**) *Vehicle rental/sales/leasing.*
- 97 (~~14~~**15**) *Vehicle repair.*
- 98 (~~15~~**16**) *Service stations.*
- 99 (~~16~~**17**) *Accessory automatic car wash. An automatic car wash shall be subject to the following:*
- 100 (~~17~~**18**) *Electric vehicle charging stations.*
- 101 (~~18~~**19**) *Truck stop/travel plaza.*
- 102
- 103

104 NOTE: LANGUAGE WHICH IS **ADDED** HAS BEEN ADDED; LANGUAGE
105 WHICH IS ~~REMOVED~~ HAS BEEN REMOVED.

2
3
4 **AN ORDINANCE AMENDING CHAPTER 94 OF THE BRANSON MUNICIPAL CODE**
5 **PERTAINING TO MICROBREWERIES.**
6

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8
9 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY**
10 **OF BRANSON, MISSOURI, THE FOLLOWING:**

11
12 Section 1: It is the intention of the Board of Aldermen, and it is hereby ordained that the provisions
13 of this ordinance shall become and be made a part of the Branson Municipal Code, and
14 the sections of this ordinance may be renumbered to accomplish such intention.

15
16 Section 2: That Chapter 94 - *Zoning*, Articles I. - *In General* and IV. - *Uses* are hereby amended
17 to read as follows:

18
19 **CHAPTER 94 - ZONING**

20
21 **ARTICLE I. - IN GENERAL**

22
23 Sec. 94-5. - Definitions.

24
25 *Microbrewery* means an establishment where beer and malt beverages are made on the premises
26 and then sold or distributed, and which produces **10,000 or** less [~~than 15,000~~] barrels (a barrel is
27 approximately 31 gallons) of beer per year. Microbreweries sell to the public by one or more of the
28 following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the
29 two-tier system (brewer acting as wholesaler to retailer to consumer); and directly to the consumer.

30
31 **ARTICLE IV. - USES**

32
33 Sec. 94-60. - Table of permitted uses.

34 **Table 94-60.1 Permitted Uses**

Use Category	Ag/Residential					Mixed-Use/Nonresidential							Supplemental Use Standards	
Subcategory														Note: This reference is to use-specific standards only, other code requirements may apply
Specific Use Type	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I		
Commercial Services														
Eating and Drinking														
Microbrewery						<u>P</u>	P	P	P	P	P	P	P	94-61(e)(4), 94-63(e)(3)

35 Sec. 94-61. - Use and structure standards.

36

37 (a) *Generally applicable standards.*

38 (b) *Residential uses.*

39 (c) *Civic and institutional uses.*

40 (d) *Utility uses.*

41 (e) *Commercial uses.*

42 (1) *Animal sales and services with outdoor facilities.*

43 (2) *Amusement parlor/arcade.*

44 (3) *Theater.*

45 (4) **Microbrewery.**

46 **a. Within a neighborhood commercial district, operating hours are restricted to**
47 **between 11:00 a.m. and 10:00 p.m. daily.**

48 **b. Any outside seating area shall not exceed 50 percent of the setback standards for**
49 **the zoning district which it is located.**

50 **c. All production, processing, and distribution activities shall be conducted within an**
51 **enclosed building.**

52 ([4]5) *Alternative financial establishment.*

53 ([5]6) *Automated teller machines (ATMs).*

54 ([6]7) *Financial institution.*

55 ([7]8) *Off-premises contacts (OPC).*

56 ([8]9) *Retail sales establishment.*

57 ([9]10) *Thrift store.*

58 ([10]11) *Medical marijuana facility.*

59 ([11]12) *Lodging.*

60 ([12]13) *Car wash, full- or self-service.*

61 ([13]14) *Vehicle rental/sales/leasing.*

62 ([14]15) *Vehicle repair.*

63 ([15]16) *Service stations.*

64 ([16]17) *Accessory automatic car wash.* An automatic car wash shall be subject to the
65 following:

66 ([17]18) *Electric vehicle charging stations.*

67 ([18]19) *Truck stop/travel plaza.*

68

69

70 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE
71 WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.

72

73

74 Section 3: This ordinance shall be in full force and effect from and after its passage by the Board
75 of Aldermen and approval by the Mayor.

76

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83 Read, this first time on this _____ day of _____, 2020.

84
85 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson,
86 Missouri on this _____ day of _____, 2020.

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95 ATTEST:

96
97

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99

100 _____
101 Lisa K Westfall
City Clerk

E. Edd Akers
Mayor

APPROVED AS TO FORM:

 #51831 10/21/20

Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 94 OF THE BRANSON MUNICIPAL CODE PERTAINING TO SPECIAL EVENTS.

INITIATED BY: PLANNING AND DEVELOPMENT DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- Municipal code amendments to the Unified Development Code (Chapter 94) for modifications to Articles I and IV pertaining to special events have been proposed by the Special Event Team. These amendments were first presented to the Board of Aldermen during their August 20, 2020 Study Session for discussion.
- The Special Event Team was formed in September 2019 by the Assistant City Administrator to improve the City’s overall situational awareness of events and activities within the region, including the management, leadership and oversight of the City’s related duties. The team consisted of 15 representatives from various City departments as well as other community organizations and interests. They met on nine separate occasions to discuss successes and to identify opportunities for improvement within the special event process.
- As a result of the team’s efforts, this request includes the following three amendments which were identified as areas within the process that could be improved:
 - Modification of the special event definition to also include events occurring on private property when they have an impact on public property and services
 - Implementation of three special event levels to better establish unique application requirements, review criteria, and application fees based on the event’s impact
 - Reversal back to event sponsors being responsible for reimbursing the City for all incurred costs to assist with special events as was required up until March 2010
- Planning Commission recommends denial of the bill with a vote of 1-5 during their October 6, 2020 meeting. While supportive of the first two amendments provided above, it was their lack of support for the third amendment which lead to their recommendation without a motion for an amendment being made by the Commission.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

JD
Stafford

COMMUNITY PLAN 2030: G-3: Transparency

ATTACHED EXHIBITS:

2
3
4 AN ORDINANCE AMENDING CHAPTER 94 OF THE BRANSON MUNICIPAL CODE
5 PERTAINING TO SPECIAL EVENTS.
6

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8
9 NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY
10 OF BRANSON, MISSOURI, THE FOLLOWING:

11
12 Section 1: It is the intention of the Board of Aldermen, and it is hereby ordained that the provisions
13 of this ordinance shall become and be made a part of the Branson Municipal Code, and
14 the sections of this ordinance may be renumbered to accomplish such intention.
15

16 Section 2: That Chapter 94 - *Zoning*, Articles I. - *In General* and IV. - *Uses* are hereby amended
17 to read as follows:
18

19 CHAPTER 94 - ZONING

20
21 ARTICLE I. - IN GENERAL

22 Sec. 94-5. - Definitions.

23
24 *Special event* means a preplanned, single gathering event or series of related consecutive daily
25 gatherings or events, of an entertainment, cultural, recreational, educational, political, religious,
26 sporting, or of any other nature, sponsored by an individual or entity, and [~~proposed to be held at a~~
27 ~~public facility, and~~] which could result in activity impeding or impairing the normal flow of vehicles
28 and pedestrians on streets, sidewalks or other public facilities used primarily for travel; require the
29 partial closing or obstruction of such; or requires the necessity of public safety or traffic control
30 measures not already provided at the proposed site of the event.
31

32 ARTICLE IV. - USES

33
34 Sec. 94-65. - Special events.

35
36 (a) *Permit required.*

37 (b) **Event levels. Staff shall determine special event levels based on the degree of impacts to the**
38 **city including, but not limited to, anticipated attendance as related to the venue being used,**
39 **transportation, and public safety. A special event may be determined to be either a level one,**
40 **level two, or level three event based on meeting at least one of the following criteria for each**
41 **category:**

42 **(1) Level one event.**

43 **a. Attendance at any one time is estimated to be between one and 1,000 people, and**
44 **will occur on a single day; or**

45 **b. Will create minor impacts to the surrounding areas and can be held within an**
46 **existing venue or use area; or**

47 c. Will require minor transportation needs including minimal removal of parking
48 spaces or rolling street closures; or

49 d. Will not require public safety staffing beyond their normal operations.

50 **(2) Level two event.**

51 a. Attendance at any one time is estimated to be between 1,001 and 5,000 people, and
52 will occur over multiple days; or

53 b. Will create moderate impacts to the surrounding areas and can be held within an
54 existing venue or use area; or

55 c. Will require moderate transportation needs including removal of parking spaces or
56 short term street closures; or

57 d. May require public safety staffing beyond their normal operations.

58 **(3) Level three event.**

59 a. Attendance throughout the event is estimated to be above 5,000 people, and will
60 occur over multiple and consecutive days; or

61 b. Will create significant impacts to the surrounding areas and cannot be held within
62 an existing venue or use area; or

63 c. Will require significant transportation needs including removal of parking spaces,
64 a transportation mitigation plan, an offsite parking plan, or long term street
65 closures; or

66 d. Will require public safety staffing beyond their normal operations.

67 **([b]c) Application for permit.**

68 (1) The application for a special event permit shall be available in the planning and development
69 department.

70 (2) The application for a special event permit shall be submitted to the planning and development
71 director **not more than 365 days, and not less than the following**~~[a minimum of 15 days~~
72 ~~prior to the event for review by staff. Exceptions to the 15-day requirement may be granted at~~
73 ~~the discretion of the planning and development director]~~:

74 a. Level one events shall be submitted not less than 15 days prior to the event.
75 Exceptions may be granted at the discretion of the planning and development
76 director.

77 b. Level two events shall be submitted not less than 30 days prior to the event.
78 Exceptions may be granted at the discretion of the planning and development
79 director.

80 c. Level three events shall be submitted not less than 90 days prior to the event.
81 Exceptions may be granted at the discretion of the city administrator. Once staff
82 has completed the review of the application, it shall be submitted to the board.
83 Approval given by the board shall be in the form of a resolution, stating any
84 specific requirements or restrictions to be followed.

85 **([e) Application for permit involving closure of streets.** In addition to other provisions of this chapter:

- 86 (1) ~~Any special event requiring the closure of streets or roadways within the city shall require~~
87 ~~approval given by the board. Application for such an event must be submitted to the planning~~
88 ~~and development director a minimum of 90 days prior to the event for review by staff.~~
89 ~~Exceptions to the 90-day requirement may be granted at the discretion of the city~~
90 ~~administrator.~~
- 91 (2) ~~Once staff has completed the review of the application, it shall be submitted to the board.~~
92 ~~Approval given by the board shall be in the form of a resolution, stating any specific~~
93 ~~requirements or restrictions to be followed.]~~
- 94 (d) *Issuance of permit; conditions; transfer; expiration.*
- 95 (e) *Notice of denial of permit; appeal procedure.*
- 96 (f) *Alternative permit.*
- 97 (g) *Modification or rescission of permit.*
- 98 (h) *Responsibility for expenses incurred by city.* The special event sponsors, and any other individuals
99 or organizations named in the permit, may be responsible for any expenses incurred by the city as
100 a result of their event. The city may require a deposit or bond prior to the issuance of a special
101 event permit.
- 102 (i) *Period of operation; duration.*
- 103 (j) *Duty to restore event location.*
- 104 (k) *Exempt events.*
- 105 (l) *Temporary events.*
- 106 (m) *Event advertising.*
- 107 (1) Event signage shall comply with this chapter.
- 108 (2) [Generally.
- 109 a. ~~Temporary signage shall not be installed without an approved temporary sign sticker from~~
110 ~~the planning and development department.~~
- 111 b. ~~Weathered or torn temporary signs shall not be permitted, and the planning and~~
112 ~~development director may remove any temporary sign in violation of this subsection.~~
- 113 c. ~~Temporary signage shall not block any line of sight, and shall not be located within a~~
114 ~~right-of-way.~~
- 115 d. ~~Depending on the location of the temporary signage, special restrictions may apply,~~
116 ~~including, but not limited to, restricted distance from the right-of-way or pavement, and~~
117 ~~restricted angle of the temporary signage facing the road.~~
- 118 e.] Temporary signage shall be installed for a maximum of seven days **prior to the special**
119 **event**, in addition to the days of the special event, and a maximum of two days after the
120 special event. Each special event may have a maximum of 20 off-premises yard signs and
121 ten off-premises banner signs.

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STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF EMPIRE ENERGY, LLC PERTAINING TO MOTOR VEHICLE FUEL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS DEPARTMENT

FIRST READING: OCTOBER 27, 2020 **FINAL READING:** NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- One bid was received on October 7, 2020 for the city’s annual fuel supply.
- In accordance with industry standards, the prices are based upon published 5-day average benchmark prices. The price escalation or de-escalation is then established by the bidders set markup.
- The bidder was Empire Energy, LLC at .10 per gallon for markup and freight for unleaded and unleaded non-ethanol fuel, and .12 per gallon for markup and freight for diesel fuel.
- Empire Energy, LLC is a local firm that has been supplying Branson’s fuel for over 40 years and has provided excellent service to the city.
- Staff recommends award of the bid to Empire Energy, LLC in the not to exceed amount of \$276,250 for fiscal year 2021.
- The bid item meets city specifications and is within the budget. Funds are projected in the fiscal year 2021 budget in various departmental operating budgets.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: Governance/Transportation

ATTACHED EXHIBITS:

BILL NO. 5914

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF EMPIRE ENERGY, LLC PERTAINING TO MOTOR VEHICLE FUEL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for bids for motor vehicle fuel; and

WHEREAS, the City of Branson accepted the bid proposal of Empire Energy, LLC for motor vehicle fuel for the City of Branson; and

WHEREAS, Empire Energy, LLC has been recommended for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of Empire Energy, LLC pertaining to motor vehicle fuel for an amount not to exceed \$276,250.00 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.

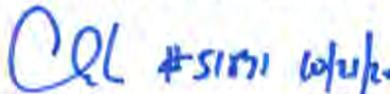
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:



Chris Lebeck #51831
City Attorney

Master Contract Number: _____

SERVICES CONTRACT

THIS CONTRACT made and entered into this 12th day of October, 2020, by and between the City of Branson, Missouri (the "City") and Empire Energy, 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.**

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 **Two Hundred Seventy Six Thousand Two Hundred Fifty Dollars (\$276,250.00)**, 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.

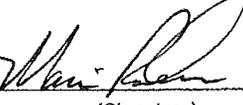
22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions 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:  10/12/2020
(Signature) Date

E. Edd Akers Date
Mayor

Name: MARVIN ROOBMAN
(Printed Name)

Title: PRESIDENT

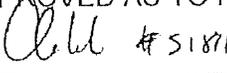
ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: EMPIRE ENERGY

Address: PO Box 7500
BRANSON, MO. 65615

Phone: 417/334-3940

APPROVED AS TO FORM:
 #51831 10/9/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: MARVIN@EMPIREENERGYCOMPANY.COM

Tax ID: 80-0859702

Empire Energy, LLC
PO Box 7500
Branson, MO 65616

SCOPE OF WORK

1. Purpose: Empire Energy, LLC to supply Unleaded and Diesel #2 Fuel as listed on the “Pricing Page” contained herein for the period beginning January 1, 2021 thru December 31, 2021.

2. General Requirements:

2.1 Storage: Due to storage restrictions the City can only accept tank wagonload deliveries.

2.2 Prices: All prices are F.O.B. delivered into storage tanks at the destination(s) specified.

2.3 Index: Empire Energy, LLC shall specify their price based on the unbranded rack 5 day average for the petroleum product specified (unleaded gross ethanol 10% & gross no. 2 distillate) as published by the Oil Price Information Service (OPIS) on Thursday’s for contract benchmark, Springfield, Missouri for the following week beginning on Monday. Bidders should clearly show any additional charges such as freight and freight surcharges in addition to the margin or markup. L.S. Diesel #2 and Unleaded Fuel as of October 7, 2020. **This information will be utilized as the cost index base upon which price escalation or de-escalation will be computed.** The margin (or markup) and freight bid shall remain firm throughout the period of the contract.

2.4 Escalation/de-escalation: Prices are to remain firm throughout the contract period unless the product market changes. In such case, the prices shall be adjusted upward or downward in the exact amount of the change in the base index price as specified in the schedule of prices and the index price for the week prior to the date of delivery.

Example: The price per gallon for deliveries made the week of October 7, 2020 will be based on the base index price for the week of October 5, 2020.

2.5 Payment: A proper bill of lading from the pipeline or “Rack” showing the gross and net for the load delivered to the City must be presented with the invoice before payment will be made. The City will pay based on net provided the gallons delivered are within $\pm 2\%$ of net. Plus or minus 2% is allowed for expansion or shrinkage due to weather conditions. Service Provider must provide proof of

purchase upon request by the City. Payment will be made upon presentation of a proper invoice. The delivery ticket shall not be treated as the invoice. The delivery ticket will be treated as the delivery ticket only. The City reserves the right to correct any invoices that do not reflect current OPIS prices.

- 2.6 Terms: Empire Energy, LLC shall specify its payment terms hereon. Terms requiring payment in less than ten (10) days will not be considered.
- 2.7 Excess Time Charges: No excess time charges will be allowed.
- 2.8 Ordering: One or more purchase orders will be issued authorizing shipments as required, if required in accordance with the terms and conditions of the bid. The City shall be obligated to pay only for shipments authorized by purchase order, released for shipment, and actually received.
- 2.9 Quantity: Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.
- 2.10 Performance: The City may cancel this contract. If, at any time, the product fails to meet the specifications and performance requirements, the City may suspend or terminate this contract and purchase fuels from other suppliers in the event that the Empire Energy, LLC cannot provide fuels as required by the City.

The above paragraph is intended solely to provide the City with the ability to acquire fuels for its essential public purposes and not to avoid its contract obligations. The City does not hereby waive or modify its rights to terminate this contract for failure of the Service Provider to comply with the requirements of the contract.

3. Taxes/Fees:

- 3.1 Federal Excise Tax: The City of Branson, Missouri is a municipality incorporated in the State of Missouri; therefore, the City of Branson, Missouri is exempt from federal excise tax. Empire Energy, LLC is solely responsible for the payment of federal excise tax and for the application for refund thereof.
- 3.2 State Sales Tax: The City of Branson, Missouri is a municipality incorporated in the State of Missouri; therefore, the City of Branson, Missouri is exempt from State sales tax on fuels. The bid price must not include State sales tax.
- 3.3 State Gasoline Tax: The City of Branson, Missouri is not exempt from Missouri State gasoline tax. The bid price must not include State gasoline tax. This tax must be shown as a separate item on Empire Energy's invoice(s). It will be paid by the City as a separate item.

- 3.4 **Empire Energy, LLC shall be responsible for filing for refund.**
 - 3.5 Inspection Fee: The inspection fee, mandated by the State of Missouri Department of Agriculture Weights and Measures for fuel testing and calibrations, shall be added as a separate line item to the invoice.
 - 3.6 Missouri Transport Load Fee: The fee is collected by the Missouri Department of Revenue and shall be added as a separate line item to the invoice.
 - 3.7 TAXES ASSESSED TO REFINERIES OR RESELLERS SHALL NOT BE INCLUDED ON THE INVOICE.
4. Delivery:
- 4.1 Delivery shall be made by Empire Energy, LLC owned or leased equipment unless the City approves in writing, at the time of award, delivery by subcontractor equipment. Empire Energy, LLC must specify on the schedule of items whether delivery will be made by Empire Energy, LLC owned or leased equipment or by subcontractor; if by subcontractor, Empire Energy, LLC shall specify the name and address of the subcontractor.
5. Clean-Up: Due to DNR regulations, any fuel spilled in the spill bucket must be cleaned up by Empire Energy, LLC before leaving the fuel site.

The City has overfill float valves in place to assist with the reduction of spill. These floats have been added as a safety feature and must be left in place.

Empire Energy, LLC shall provide at no cost to the city two 300 gallon fuel tanks with stands at the Branson RecPlex. Padlocks are in place on each tank. Empire Energy, LLC will be provided a key for each tank. Empire Energy, LLC is expected to lock each padlock when they leave the area and after filling the tank.

Empire Energy, LLC is responsible for providing proper hose to tank fittings to insure leak-free connections during delivery of product. Empire Energy, LLC shall be responsible for the complete clean-up (as required by the Missouri DNR) of any spills of product during delivery. Fuel spilled as a result of improper connection shall not be billed to the City.

<u>Item</u>	<u>Type</u>	<u>Estimated Usage</u>
001.	Unleaded Fuel	100,000 gallons
002.	#2 Diesel Fuel LS	33,000 gallons
003.	#2 Diesel Fuel Dyed	900 gallons
004.	Unleaded Non-Ethanol	3,000 gallons

Delivery: The City requires delivery within 24 hours after time and date of order. **Bidder Must Complete:** The bidder guarantees delivery within 24 hours after release for shipment by the City.

6. **Ordering:** The City desires a 'keep full' schedule with delivery frequency by location as follows:

Cooper Creek Wastewater Treatment Plant – Clear Diesel every 2 weeks
Facilities Maintenance Compton – Unleaded – Monday, Wednesday, & Friday
Diesel – Wednesday
Emergency call in basis
Fire Station 3 – Unleaded every Thursday
Diesel every other week
RecPlex – Unleaded & Dyed Off Road Diesel – call in basis
Unleaded Non-Ethanol – call in basis
Various Generators & Various locations – Off Road Dyed Diesel – call in basis

7. **Invoicing:** The City agrees to pay Empire Energy, 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 Empire Energy, LLC and subject to approval by the requesting department that Empire Energy, LLC fully performed the work satisfactorily.
8. **Subcontracting:** Empire Energy, LLC must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Empire Energy, LLC must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of the 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.
9. **Reporting:** Empire Energy, LLC shall submit a composite report of all purchases made against the contract no less than thirty (30) days prior to the end of the contract period. The report shall include at a minimum the ordering entity, the location, the date ordered, item description, quantities of each item purchased/delivered, unit of measure, and the unit price and extension. The report shall provide a total amount spent within the contract period.

PRICING PAGE

Empire Energy, LLC provided pricing information as specified below to provide fuel as specified in accordance with the terms and conditions of this contract.

Item	Type	Oct. 7, 2020 Unbranded Rack	Margin (Markup)	Price
001.	Unleaded Fuel	\$ 1.2154 / gal.	\$ 0.10 / gal.	\$ 1.3154 / gal.
002.	#2 Diesel Fuel LS	\$ 1.2033 / gal.	\$ 0.12 / gal.	\$ 1.3233 / gal.
003.	#2 Diesel Fuel Dyed	\$ 1.2033 / gal.	\$ 0.12 / gal.	\$ 1.3233 / gal.
004.	Unleaded Non-Ethanol	\$ 1.2977 / gal.	\$ 0.10 / gal.	\$ 1.3977 / gal.



STAFF REPORT

ITEM/SUBJECT: PRESENTATION ON THIRD QUARTER 2020 FINANCIAL REPORT.

INITIATED BY: FINANCE DEPARTMENT

DATE: NOVEMBER 10, 2020

EXECUTIVE SUMMARY:

- A presentation for the 3rd Qtr. FY2020 financial report for the City of Branson.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
 Not Recommended
 Neutral/None

A handwritten signature in black ink, appearing to be the initials "JD" or similar, is written next to the "Not Recommended" option.

COMMUNITY PLAN 2030: Good Governance: Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations.

ATTACHED EXHIBITS: Exhibit 1 - Powerpoint



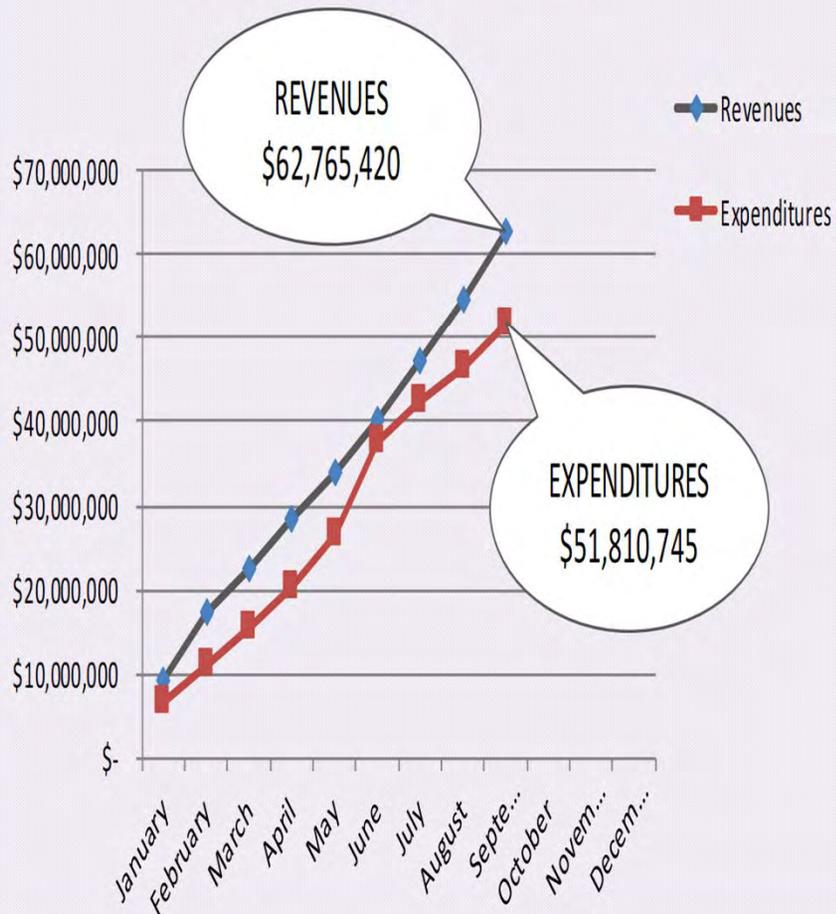
City of Branson

3rd Qtr. Financial Update

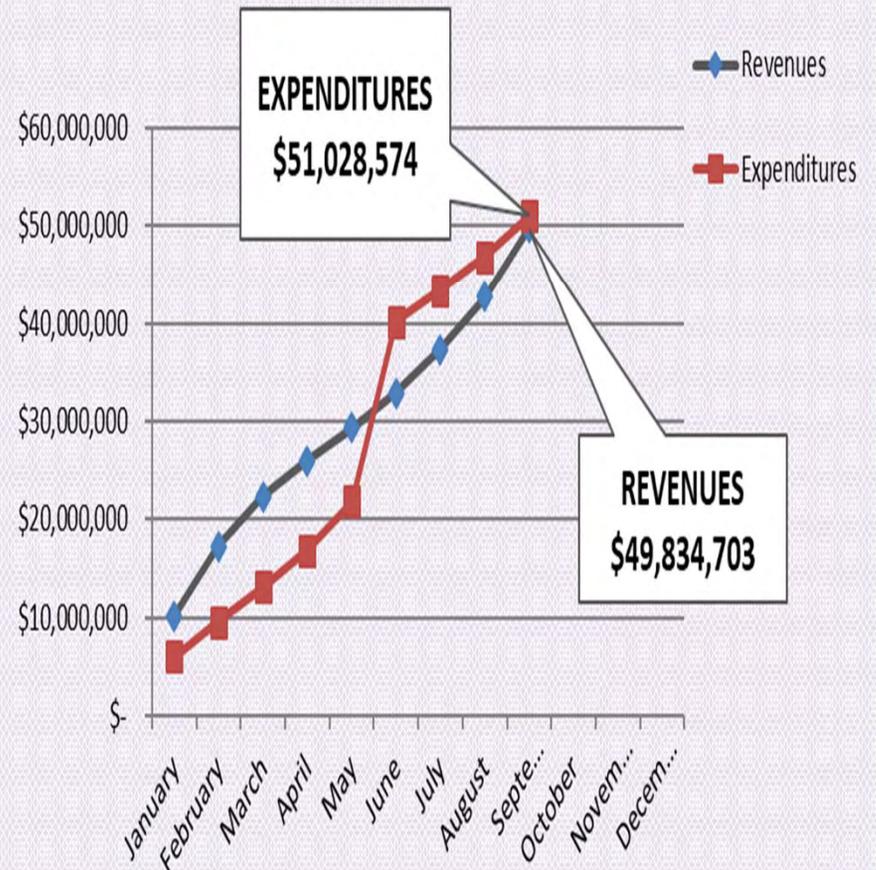
September 30, 2020

Presented by Director of Finance Jamie Rouch

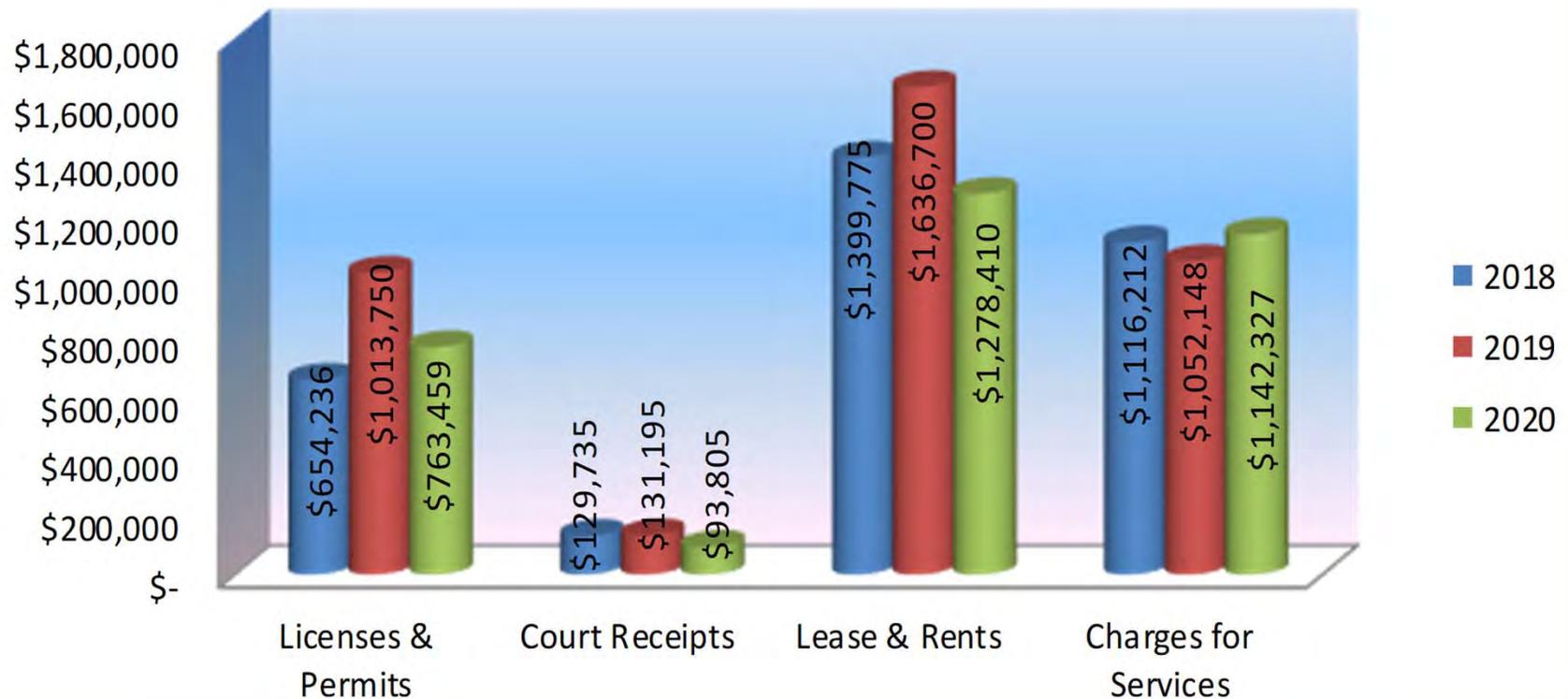
All Governmental Funds Revenues vs. Expenditures - YTD 9/30/19 (includes transfers in/out)



All Governmental Funds Revenues vs. Expenditures - YTD 9/30/20 (includes transfers in/out)



General Fund Revenues by Category



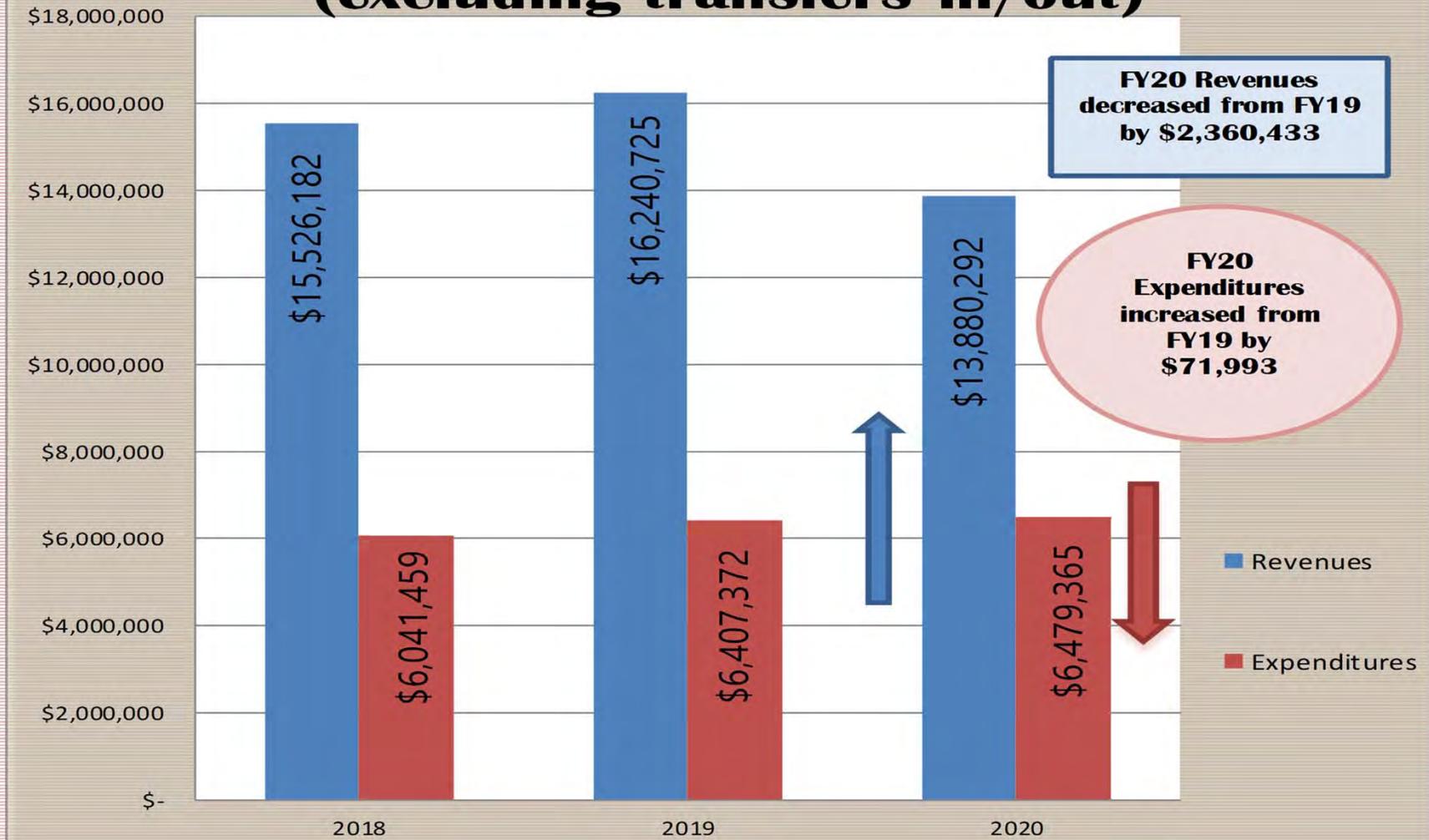
Licenses & Permits—decreased by \$250,291 from FY2019 and increased \$109,223 from FY2018

Court Receipts— decreased \$37,390 from FY2019 and decreased \$35,930 from FY2018

Lease & Rents— decreased by \$358,290 from FY2019 and decreased \$121,365 from FY2018. The majority of Hwy 76 lease revenue is calculated as a percentage of sales.

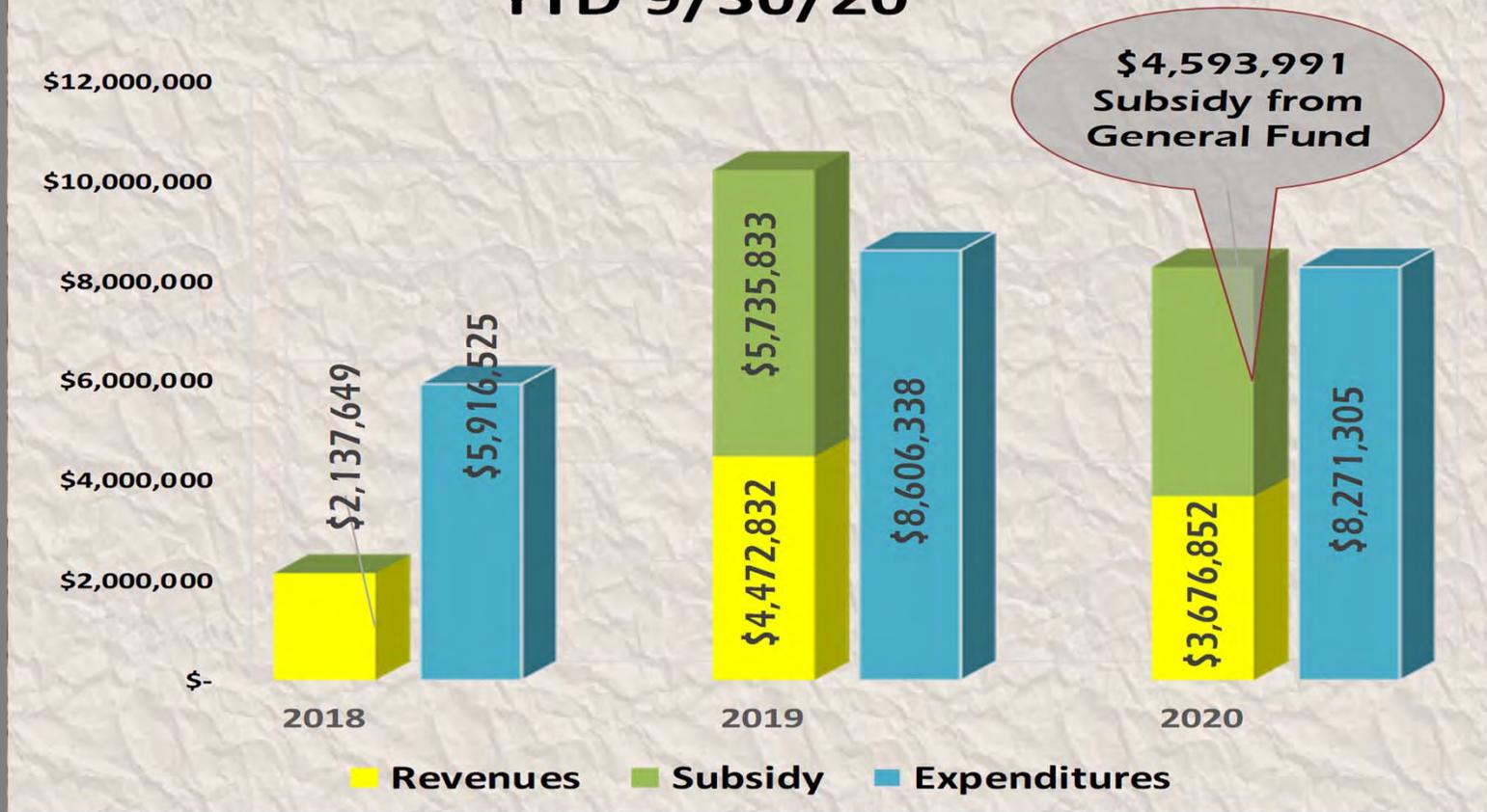
Charges for Services—this category is made up of administrative fees

General Fund–YTD 9/30/20 (excluding transfers in/out)



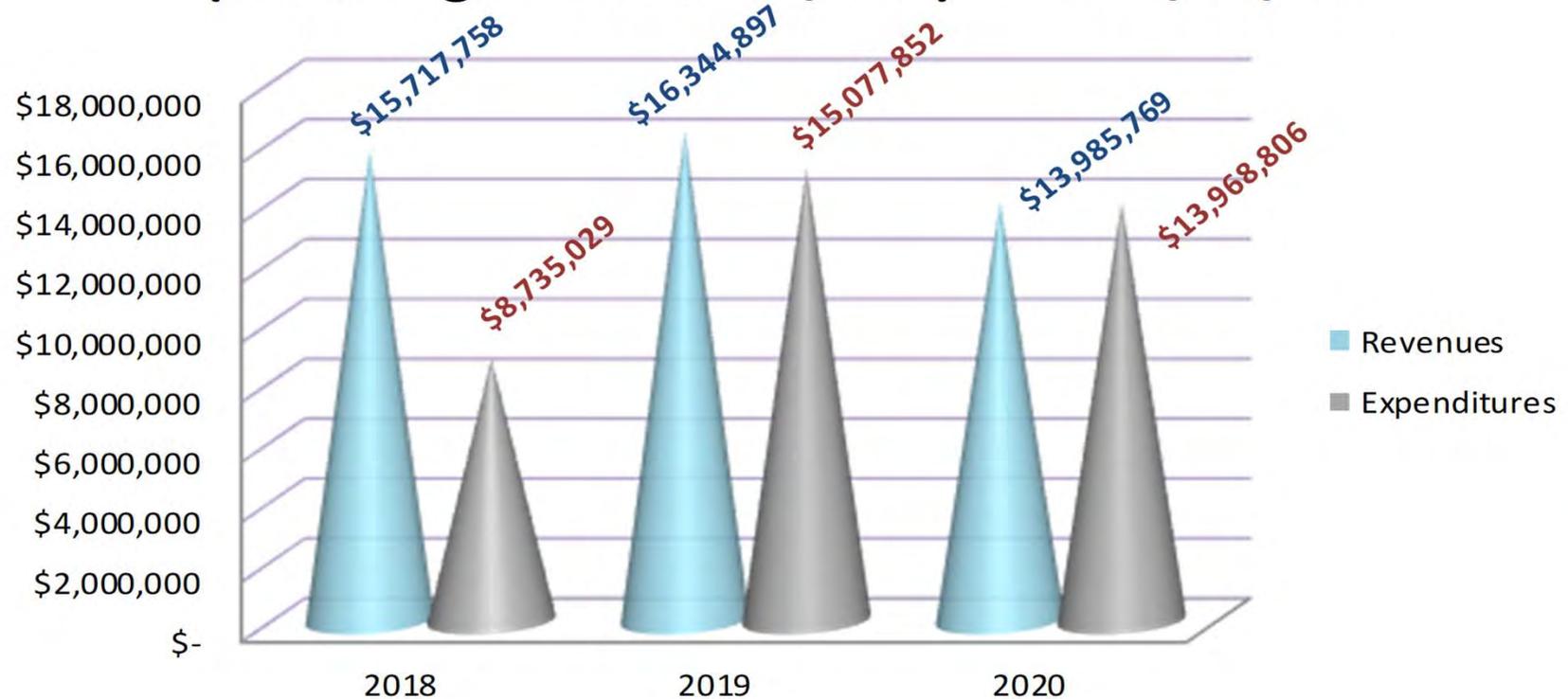
- 2020 Revenues are \$2,360,433 less than 2019
- 2020 Expenditures are \$71,993 more than 2019

Public Safety Fund YTD 9/30/20



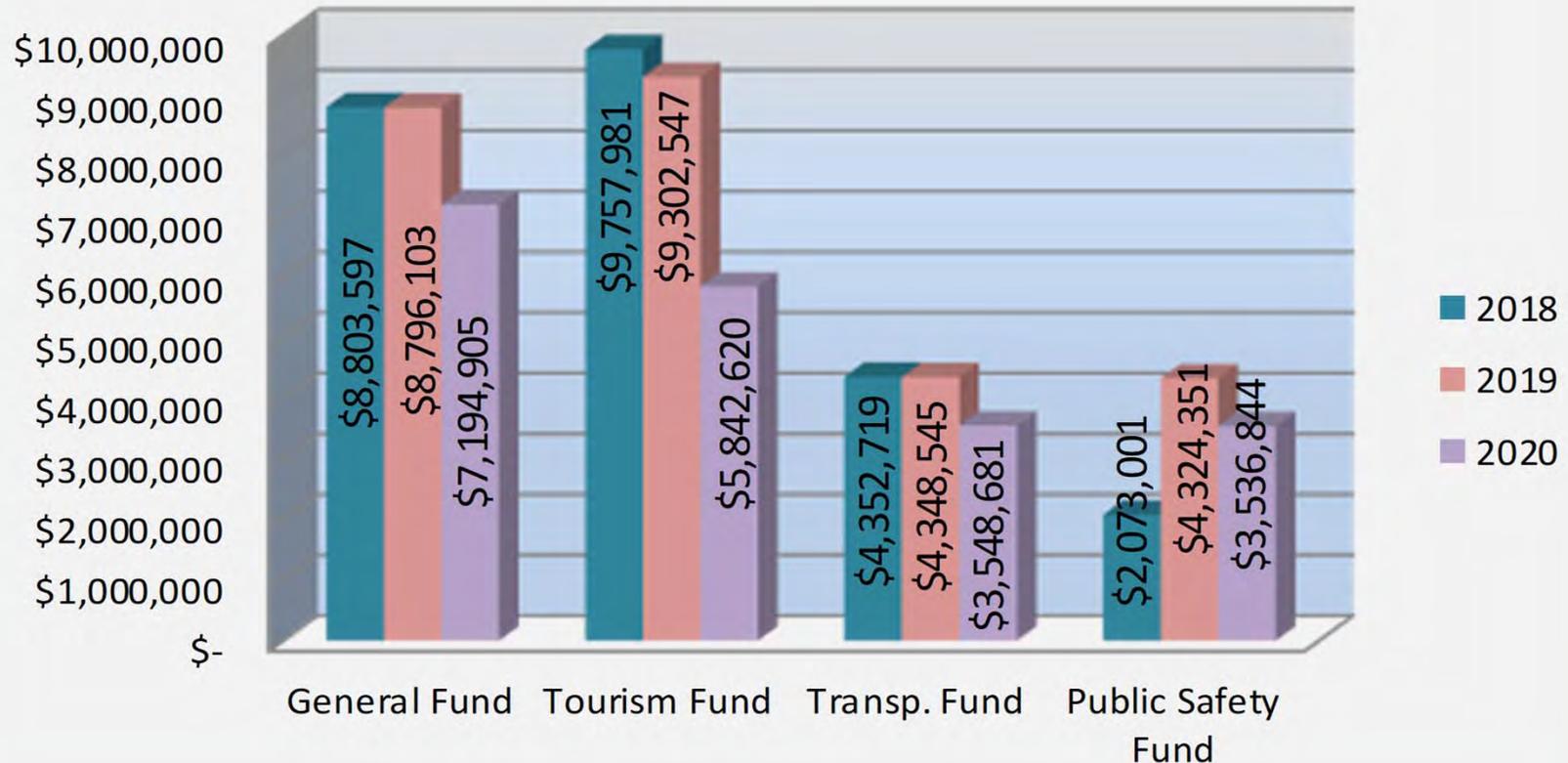
- The graph includes the operational Subsidy transferred in from the General Fund
YTD subsidy from the General Fund is \$4,593,991 (this includes \$122,788 for Code Enforcement employees that were reclassified from GF to Police in Sept. 2019)
- FY2020 YTD revenues (excl. the General Fund subsidy) are \$3,676,852
- FY2020 YTD expenditures are \$8,271,305

General Fund Revenues & Expenses (Including Transfers In/Out) --YTD 9/30/20



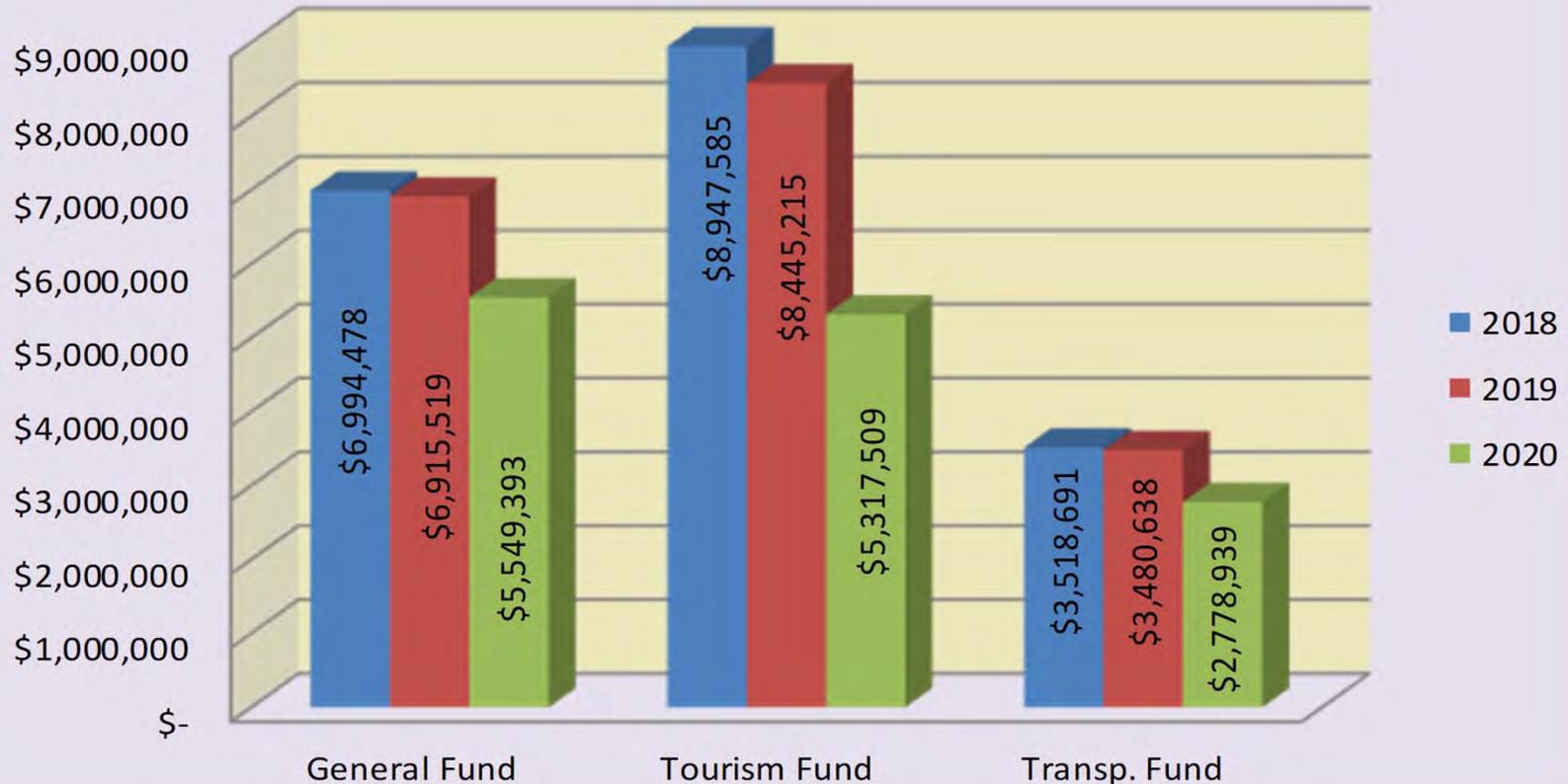
- Revenues decreased by \$2,359,128 from FY2019
- Expenditures decreased \$1,109,046 from FY2019

Gross Sales Tax for all Governmental Funds YTD 9/30/20



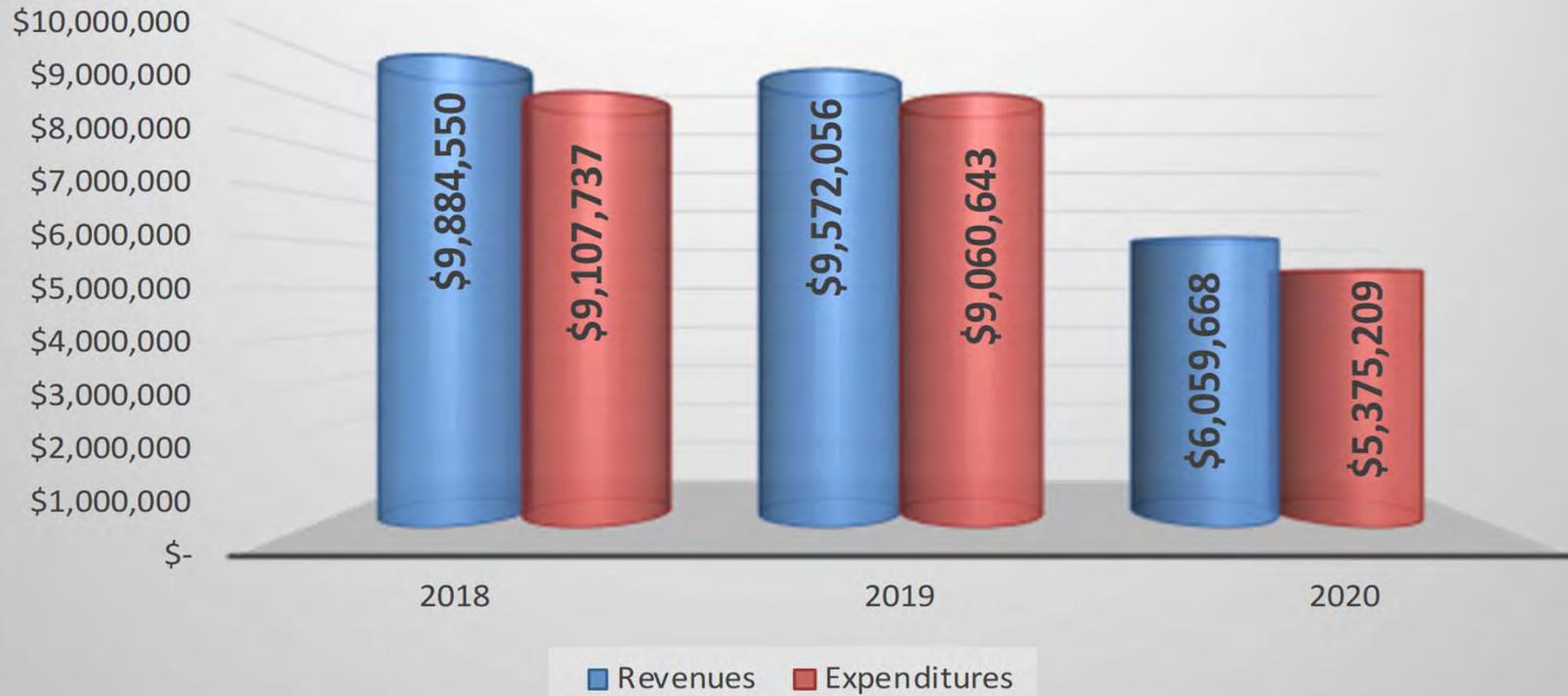
- General Fund Sales Tax ended the 3rd Qtr FY2020 down 18.2% compared to FY2019
- Tourism Tax ended down 37.2% for the 3rd Qtr compared to FY2019
- Transportation Tax ended down 18.4%
- Public Safety Tax ended down 18.2%

Sales Tax (Net of TIF) for all Governmental Funds YTD 9/30/20



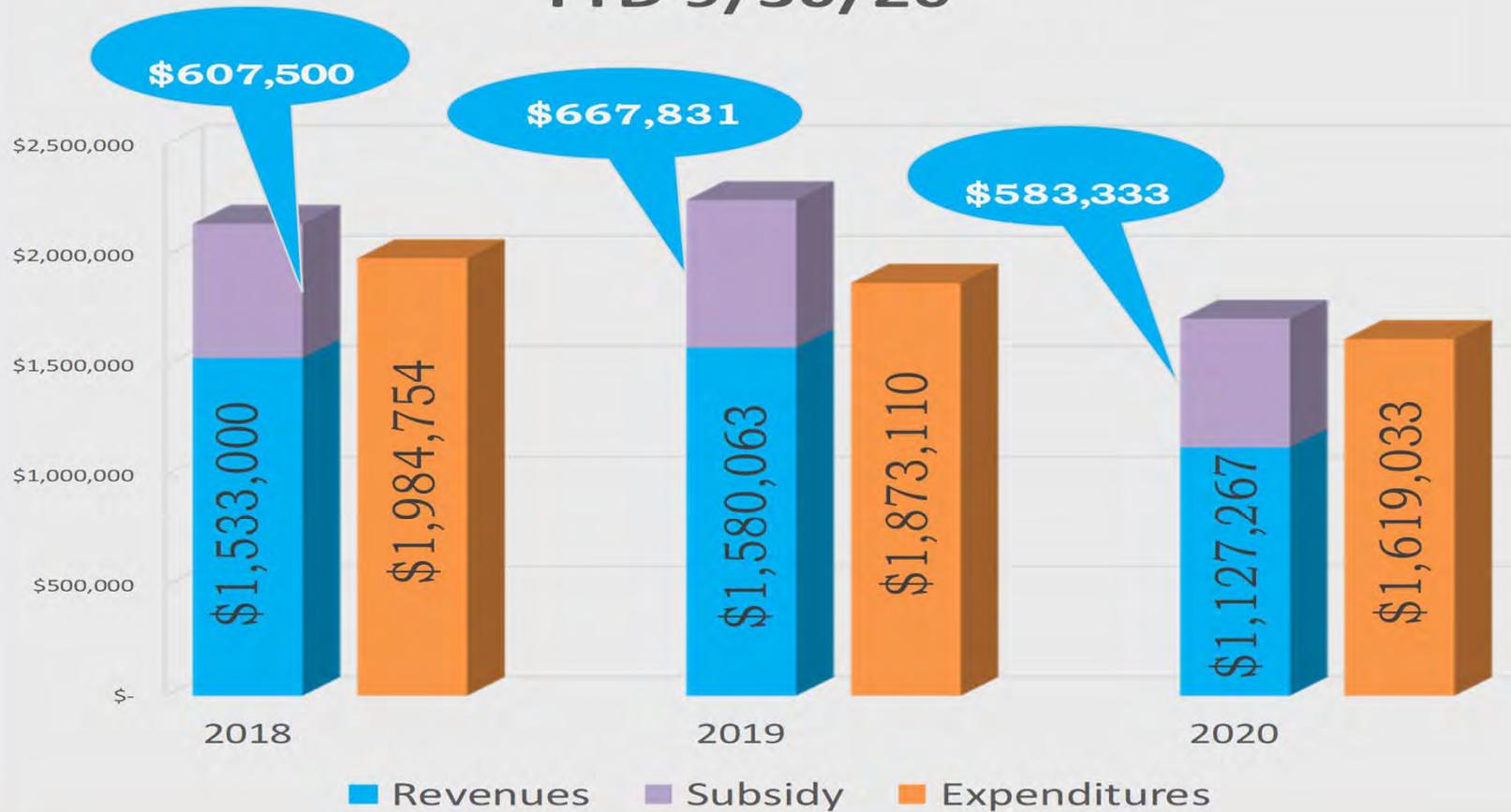
- Net General Fund Sales Tax revenues for FY2020 are \$1,366,126 less than FY2019, which is a 19.8% decrease
- Net Tourism Sales Tax revenues for FY2020 are \$3,127,706 less than FY2019, which is an 37% decrease

Tourism Fund including transfers in/out YTD 9/30/20



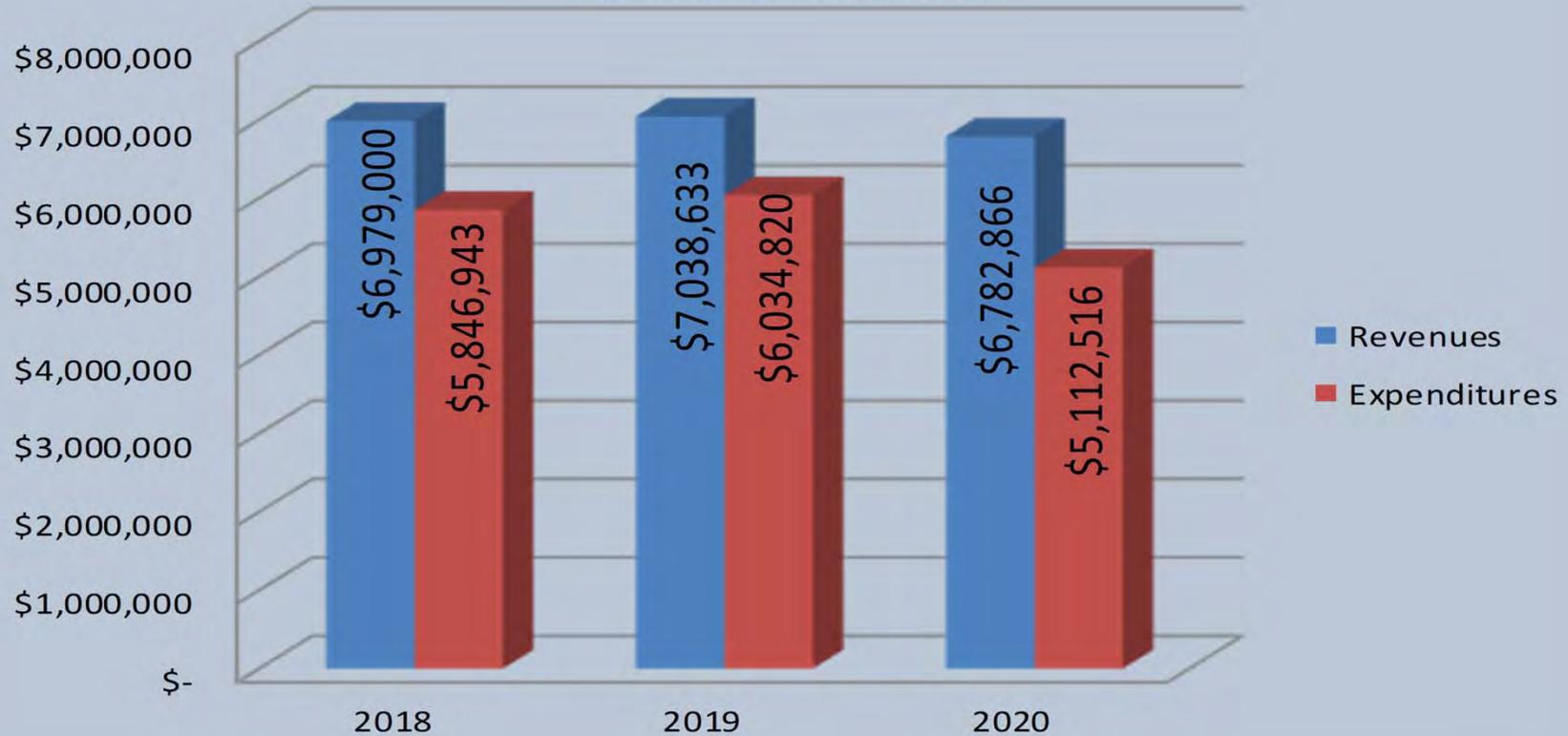
- 2020 Revenues are \$3,512,388 less than 2019
- 2020 Expenditures and Transfers out are \$3,685,434 less than 2019

Parks & Recreation Fund YTD 9/30/20



- The graph includes the operational Subsidy transferred in from the General Fund YTD subsidy from the General Fund is \$583,333 a decrease of \$84,498 from FY19.
- FY2020 operating revenues (excl. the General Fund subsidy) decreased by \$452,796 from FY2019
- FY2020 expenditures decreased \$254,077 from FY2019

Water & Sewer (including transfers in/out) YTD 9/30/20 (NET OF DEPRECIATION)



- FY2020 Revenues are \$255,767 less than FY2019.
- FY2020 Expenditures are \$922,304 less than FY2019.

Any
Questions



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE AMENDMENT TO THE LEASE AGREEMENT WITH RECREATIONAL INVESTMENT & MANAGEMENT CORP. PERTAINING TO A REDUCTION IN BASE RENT FOR FISCAL YEAR 2020 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- In response to the COVID-19 pandemic and the city-wide mandated shut-down of nonessential businesses, the city has evaluated the lease agreements collectively known as the “Airport” properties.
- These properties owe rents to the city, including both base rental amounts and rents based on gross receipts. The city proposes to amend the base rent amounts for the following properties in a good-faith effort due to the pandemic as follows:
 - The contract amendment for Recreational Investment & Management Corp., reduces the base rent amount of \$80,000 by \$13,600 to \$66,400 for 2020 only. This also reduces the annual minimum rental payment due from \$145,000 to \$131,400. No other changes in rents will result for any subsequent year.
 - This agreement represents an additional \$4,000 decrease to the base rent per Board request.
- Rents return to their normal schedules beginning January 1, 2021.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None 

COMMUNITY PLAN 2030: Good Governance: Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations.

ATTACHED EXHIBITS:

AN ORDINANCE APPROVING THE AMENDMENT TO THE LEASE AGREEMENT WITH RECREATIONAL INVESTMENT & MANAGEMENT CORP. PERTAINING TO A REDUCTION IN BASE RENT FOR FISCAL YEAR 2020 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson currently leases property to Recreational Investment & Management Corp; and

WHEREAS, the COVID-19 global pandemic has caused economic hardship, including a mandatory city-wide shut-down of non-essential businesses; and

WHEREAS, the city wishes to make a good-faith effort through the reduction of base rent amounts for the lease for FY2020; and

WHEREAS, after a re-evaluation of the lease agreement, an additional reduction of \$4,000 to the base rent for Recreational Investment & Management Corp. was deemed to be more equitable to the airport lease property amendments;

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

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

Section 1: The Board of Aldermen hereby approves the amendment to the contract with Recreational Investment & Management Corp. to reduce the base rent amount due for FY 2020 and authorizes the Mayor to execute the contract in the form attached as Exhibit "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 11/4/20

Chris Lebeck #51831
City Attorney

FOURTH ADDENDUM TO LEASE AGREEMENT

This agreement entered into this _____ day of _____ 2020 between Recreational Investment & Management Corp., of Branson, the "Lessee", and the City Branson, Taney County, Missouri, the "Lessor".

WITNESSETH:

1. That said parties desire to amend said First Amended Ground Lease dated September 7, 1983, Addendum to Lease Agreement dated November 28, 1988, and Addendum to Lease Agreement dated May 18, 2010, and Third Addendum to Lease Agreement dated November 26, 2019 as hereinafter described.
2. That said lease agreement shall be amended as follows:
 - a. Section 1(i)(j) of said lease shall be modified to read as follows:

For the year beginning January 1, 2020 and ending December 31, 2020, base rental shall be shall be \$66,400 plus the sum of the following: Three and Three Quarter percent (3.75%) of the Gross Receipts of sublessees Magic Memories USA, LLC (formerly owned by SharpShooter/Spectrum Venture, LLC), Rogers Enterprises of Missouri, Inc. d/b/a Pizza World, and Andy's Frozen Custard Branson, LLC, Four Percent (4%) of all other Gross Receipts up to \$5,000,000 and Three Percent (3%) of all other Gross Receipts that exceed \$5,000,000, provided however, that the minimum rental payment shall be at least equal to \$131,400 for the year period described above. For the next two years of the lease beginning January 1, 2021 and ending December 31, 2022 base rent shall be \$80,000 plus the sum of the following: Three and Three Quarter percent (3.75%) of the Gross Receipts of sublessees Magic Memories USA, LLC (formerly owned by SharpShooter/Spectrum Venture, LLC), Rogers Enterprises of Missouri, Inc. d/b/a Pizza World, and Andy's Frozen Custard Branson, LLC, Four Percent (4%) of all other Gross Receipts up to \$5,000,000 and Three Percent (3%) of all other Gross Receipts that exceed \$5,000,000, provided however, that the minimum rental payment shall be at least equal to \$145,000 each year of the two (2) year period above described.

3. In all other respects the First Amended Ground Lease dated September 7, 1983, the Addendum to Lease Agreement dated November 28, 1988, the Addendum to the Lease Agreement dated May 18, 2010, and the Third Addendum to the Lease Agreement dated November 26, 2019 shall remain in full force and effect, except as otherwise amended hereby.

This agreement shall be binding upon Personal Representatives, Heirs, and Assigns of Lessee and upon the Successors and Assigns of Lessor.

IN WITNESS THEREOF, Lessee has hereunto affixed his signature and Lessor has caused this instrument to be duly executed, all in duplicate, as of the day and year first written above.



Craig Wescott, Vice President
Recreational Management & Investment Corp.

E. Edd Akers, Mayor
City of Branson

ATTEST:

APPROVE TO FORM:



10/29/20

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH MISSOURI AMERICAN WATER FOR WATER TERMINATION SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- Missouri American Water Company supplies public drinking water to residents and businesses in areas of Branson such as Pointe Royale, Fall Creek Resort, Table Rock Acres, Table Rock Village, Chateau on the Lake, Majestic Point, Whisper Cove, and other locations in that general area. The City of Branson provides sanitary sewer service in these same areas.
- The City has maintained an agreement with Missouri American since 2013 for Missouri American to provide water termination services to their water customers for nonpayment of City sewer bills in accordance with RSMo Chapter 393.
- Under this agreement, Missouri American, at the request of the City, will provide water termination to their water customer if that customer is connected to the City of Branson sewer system and has failed to pay their sewer bill. Termination will occur after following all attempts by the City to collect the unpaid charges through the City’s billing and delinquent notification process as outlined in Chapter 90 of the City’s municipal code.
- Missouri American will charge the City for its costs to perform the water termination service as allowed in the referenced statute. Costs incurred by the City for termination services; will be transferred to the individual customer responsible for the nonpayment of their sewer bill.
- Missouri American will restore water service to the customer following the City’s receipt of the required payment for sewer services and the termination charges assessed by Missouri American.
- If approved, the agreement for this service will be for the fiscal year 2021 period. Applicable fee amounts and stipulations are as indicated in the Agreement Fee Schedule.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: E1 1.3

ATTACHED EXHIBITS:

BILL NO. 5916

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH MISSOURI AMERICAN WATER FOR WATER TERMINATION SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson charges a monthly fee for sewer services to customers both inside and outside the City limits and the City desires for Missouri American Water Company to provide water termination for non-payment of sewer bills to City sewer customers connected to the Missouri American water system; and

WHEREAS, Missouri American Water Company provides water services to residents which includes customers connected to the City of Branson sewer collection system and is authorized under State statute, at the request and direction of the City of Branson, to terminate water services at any premises, at which the sewer bill is unpaid; and

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

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

Section 1: The Board of Aldermen hereby approves the renewal of the contract with Missouri American Water for water termination services in the amount not to exceed \$28,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

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

Read, this first time on this _____ day of _____, 20__.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

 #51831 11/4/20

Chris Lebeck #51831
City Attorney

Master Contract Number: C2020-0122
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 **Missouri-American Water Company** ("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 Eight Thousand Dollars (\$28,000.00)**, all of which is dependent upon budget appropriations.

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

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

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

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

SERVICE PROVIDER:	CITY OF BRANSON, MISSOURI
By: <u><i>Jeffrey T Kaiser</i></u> <u>10/9/2020</u> (Signature) Date	_____ E. Edd Akers Mayor Date
Name: <u>JEFFREY T KAISER</u> (Printed Name)	ATTEST: _____ Lisa K Westfall City Clerk Date
Title: <u>VICE PRES. OPERATIONS</u>	APPROVED AS TO FORM: <u><i>CLL #51831</i></u> <u>9/25/20</u>
Company Name: <u>MISSOURI AMERICAN WATER</u>	Chris Lebeck #51831 City Attorney Date
Address: <u>727 CRAIG RD CREVE COEUR MO 63141</u>	
Phone: <u>314 996 2319</u>	
E-Mail: <u>jeffrey.kaiser@amwater.com</u>	

TERMINATION OF WATER SERVICE AGREEMENT

Made as of the 23rd day of January, 2020 between the City of Branson, Missouri, ("City"), and MISSOURI-AMERICAN WATER COMPANY, a Missouri corporation, ("MAWC").

WHEREAS, the City is engaged in supplying sewer service to the citizens and residents of the City and the adjacent area; and

WHEREAS, the City charges a fee for such sewer services and bills such fee on a periodic basis to its citizens and residents so served; and

WHEREAS, the City is obligated to collect delinquent sewer bills from its citizens and residents so served; and

WHEREAS, MAWC is the owner and operator of a water distribution system serving customers of the City, subject to the laws of the State of Missouri and the Jurisdiction, Rules and Regulations of the Missouri Public Service Commission ("Commission"); and

WHEREAS, MAWC is authorized, at the request and direction of the City pursuant to the provision of Section 393.015 of the Revised Statutes of the State of Missouri, to terminate water service and discontinue the supply of water from its system to any premises, at which the sewer bills for sewer service supplied by the City are unpaid;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties hereto do mutually agree as follows:

1. When in the course of its business, the City determines, pursuant to state statute, that City sewer charges remain unpaid and are in arrears for more than thirty (30) days after rendition of a written notice of such charges to its sewer customer, the City shall submit a request, in a format specified by MAWC, TO MAWC to terminate water service to the City's sewer customer until such time as the sewer charges and all related costs are paid, and with such request, the City shall provide customer-identifying information as specified by MAWC. With such request, the City certifies:

(A) that said sewer customer's sewer charges are in arrears for more than thirty (30) days after the City sends written notice;

(B) that said sewer customer has been afforded written notice of: (1) the arrearage amount and, (2) the City's intent to terminate sewer services by means of a request to MAWC to discontinue said City sewer customer's water service;

(C) that the City's sewer customer has been afforded a right to be heard on the correctness of the City's record of arrearage;

(D) that all Federal and State Constitutional as well as all Federal and State statutory pre-requisites applicable to the collection of debt have been properly satisfied by the City;

(E) that the City has complied with its own ordinance and procedures.

2. Upon receipt of the termination request as set out in Paragraph 1, the City and MAWC will arrive at a mutually agreeable date where an employee of MAWC, along with an authorized representative of the City, shall go to the premises identified by the City. After the representative of the City advises any responding person present at such premises that water service will be terminated at the request of the City due to non-payment of sewer bills, the employee of MAWC shall terminate the water service to such premises. Provided however, MAWC shall not be required to terminate such water service in the event its customer at the premises as identified by the City is a person or entity other than the City's sewer customer.
3. At the requested direction of the City, MAWC shall restore water service to the premises of the City's sewer customers whose water service has been terminated as herein provided. However, notwithstanding anything to the contrary herein stated or implied, MAWC may restore water service to any premises where the water service has been terminated as herein provided upon the bonafide application for water service by any person or entity other than the City's sewer customer whose water service was terminated at such premises.

Water restoration shall be attempted but not guaranteed during normal working hours on Monday through Friday (hereinafter "Standard Restoration"). Unless otherwise specified by the City, restoration will be attempted but not guaranteed on the same day for instructions received from the City prior to 3:00 p.m. Monday through Friday, and on the next day for instructions received later in the day. Requests for restoration outside of normal working hours (or after 3:00 p.m. on Friday) may be accepted at the discretion of MAWC. If MAWC agrees to restore service outside of normal working hours, an extra charge shall apply (hereinafter "After Hours Restoration").

4. If new City sewer customers which are also MAWC customers do not pay the City a required sewer service deposit with 60 days of receiving sewer service, MAWC shall terminate water service to that premise following the same required notifications as that for non-payment of sewer service.
5. Inapplicable PSC Notice Requirements. All notice and complaint procedures specified in 4 CSR 240, and Chapter's 386 and 393 RSMo, which apply to customer rights to utility service from a regulated utility, SHALL NOT APPLY to termination instructions issued by the City pursuant to this Agreement. All notice, complaint procedures and

administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of the City.

6. The City and MAWC shall establish a mutually beneficial schedule and procedure pertaining to the filling and processing of the City's requests for termination of water service as herein provided so as to not unduly restrict, interfere with or impede MAWC from performing its duties and responsibilities in providing water service to its customers. Notwithstanding anything to the contrary herein stated, MAWC reserves the exclusive right at its sole discretion to process the City's requests for termination of water service on such schedules and at such times as are convenient to MAWC consistent with MAWC's normal business practice and procedure.
7. The City shall pay MAWC to cover MAWC's cost of terminating or restoring the water supply for each premises identified by the City and each visit to such premises. The termination fees, Standard Restoration fees and After Hours Restoration fees are set forth in the fee schedule, attached as Exhibit A. MAWC will bill the City periodically for these fees, and the City shall pay each such bill within thirty (30) days after the date of the bill. Such amount shall not be subject to refund for any reason. In the event that more than one hour is required for either the termination or restoration of water service to any such premises, the City shall pay the actual costs thereof to MAWC based on time, material, transportation and other fixed charges. Bills for actual costs are payable within (30) days after the date of the bill.

If MAWC makes a reasonable attempt to terminate or restore water service and is unsuccessful because of address inadequacies, inoperable or damaged facilities, danger to any employee or any other reason beyond MAWC's reasonable control, the fees identified in Exhibit A will be charged for the attempt. Thereafter, the parties will attempt to determine an alternative course of action acceptable to both parties, which shall be reduced to a written instruction from the City to MAWC and, until that time, MAWC shall be absolved from its time requirements for action.

8. In addition to the fees set out in Paragraph 7, at the option of MAWC, MAWC can require the City to pay for the estimated loss of water revenues resulting from each such termination made hereunder. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is discontinued in each instance and the average water revenue received by MAWC for a like period of time during the year prior to such termination from the class of customer involved in each instance, as determined from the books and records of MAWC. The estimated loss of revenue shall be billed by MAWC to the City periodically at the same times as MAWC would have billed the customer if the water service had not been terminated, and the City shall pay each such bill within thirty (30) days of receipt thereof. Notwithstanding anything to the contrary herein stated, the City's obligation to pay to MAWC the estimated loss of water revenues resulting from each termination made hereunder, shall

not exceed the average water revenue received by MAWC during one billing period for each such termination.

9. MAWC shall not be liable for any loss, damage or other claim asserted by the City's sewer customers, the owner and/or tenant of the premises, the water customer, the City or any other person, corporation, or entity based upon or arising from the termination of water service at the request of the City. Moreover, the City will be responsible for any damages to MAWC's property arising from the parties' actions fulfilling their obligations under this Agreement. To the extent permitted by law, the City agrees to indemnify, defend and hold MAWC harmless from and against any and all claims, complaints or causes of action arising out of actions taken by MAWC, other than those resulting from MAWC's negligence, pursuant to any of the City's "Instruction to Terminate Service." Because MAWC is providing a service to the City at cost and has no incentive whatsoever to take the risk of claims, complaints or causes of action arising out of actions taken pursuant to this Agreement, if the City at any time asserts that it is not permitted by law to indemnify MAWC under the provisions of this Paragraph, or is limited in the extent of its indemnification, or for any other reasons takes the position that MAWC must defend itself or be responsible for some or all costs arising from such claims, all MAWC obligations under this Agreement shall terminate as of that date.
10. The City shall handle all customer communications regarding service terminations implemented pursuant to this Agreement, including any face-to-face communications at the premises at the time MAWC is terminating or restoring water service. Communications from customers to MAWC shall be referred and directed to the City.
11. MAWC's actions required under this Agreement shall be excused if due to matters beyond its control, including but not limited to: employee work stoppages, strikes, inclement weather, emergencies, or where MAWC's utilization of manpower or resources are required elsewhere. Termination will not be completed if a local board of health, municipality, fire district, court of competent jurisdiction or other governmental entity having jurisdiction issues an instruction to MAWC so stating. At such time, MAWC will relay such conflicting instructions to the City, and MAWC will not knowingly take further actions toward termination until City notifies MAWC in writing that it has resolved the conflicting instructions. Thereafter, the City shall indemnify, defend and hold MAWC harmless, to the extent permitted by law, for actions taken by MAWC based on the City's notification.

In no event shall MAWC be required to disconnect a fire line service without authorization from the governmental City responsible for fire protection to the affected property, even in cases of combined fire and domestic service lines.

12. To the extent that this Agreement becomes the subject of any regulatory proceeding before the Commission and the Commission produces a determination that alters the terms or fees set forth in this Agreement, either party may terminate the Agreement with

notice to the other party, or the parties may agree to amend the Agreement consistent with any Commission directive or order.

13. The initial term of this Agreement shall be until December 31, 2020. Thereafter, it will continue on a calendar year basis, from year to year, dependent upon budget appropriations and with approval from the Board of Aldermen, unless terminated by either of the parties giving thirty (30) days written notice to the other party at its principal place of business.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.



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 12/20/15

Chris Lebeck #51831, City Attorney

MISSOURI-AMERICAN WATER COMPANY

ATTEST:

By: Grant Evitts

~~Greg Weeks~~ – Vice President of Operations
Grant Evitts

Mary Beth Hercules
Assistant Secretary

EXHIBIT A

FEE SCHEDULE*

Standard Termination or Restoration per metered connection, including unsuccessful attempts	\$28.50
After Hours Restoration per metered connection, including unsuccessful attempts	\$131.00

**Any terminations or restorations requiring more than one hour for the services will be billed actual costs per the Agreement.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH MISSOURI AMERICAN WATER COMPANY FOR THE PURCHASE OF WATER USAGE DATA AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- Missouri American Water Company supplies public drinking water to residents and businesses in areas of Branson such as Pointe Royale, Fall Creek Resort, Table Rock Acres, Table Rock Village, Chateau on the Lake, Majestic Point, Whisper Cove, and other locations in that general area. The City of Branson provides sanitary sewer service in these same areas.
- Under this agreement, Missouri American will supply their monthly water usage data to the City of Branson from each Missouri American customer that has a connection to the City's sewer system. The City's Finance Department will use the individual customer's water usage to calculate and charge for City sewer service based on the volume of water used.
- Missouri American agrees to assemble and supply the water usage data during the fiscal year 2021 at a total not to exceed cost of \$3,000.00.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
 - Not Recommended
 - Neutral/None
- JD

COMMUNITY PLAN 2030: E1 1.3

ATTACHED EXHIBITS:

BILL NO. 5917

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH MISSOURI AMERICAN WATER COMPANY FOR THE PURCHASE OF WATER USAGE DATA AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, The City of Branson charges a monthly fee for sewer services to customers both inside and outside the City limits and the City desires for Missouri American Water Company to provide water usage data to the City for its sewer billing purposes; and

WHEREAS, Missouri American Water Company provides water services to residents which includes customers connected to the City of Branson sewer collection system and will provide water usage data to be utilized by the City to process monthly sewer bills; and

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

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

Section 1: The Board of Aldermen hereby approves the renewal of the contract with Missouri American Water Company for purchase of Water Usage Data in the amount not to exceed \$3,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

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

Read, this first time on this _____ day of _____, 20__.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CEL # 51831 11/4/20

Chris Lebeck #51831
City Attorney

**NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT**

THIS RENEWAL made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Missouri-American Water Company** ("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 **Three Thousand Dollars (\$3,000.00)**, **all of which is dependent upon budget appropriations**.

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

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By: *Jeffrey T Kaiser* 10/8/2020
(Signature) Date

E. Edd Akers Date
Mayor

Name: JEFFREY T KAISER
(Printed Name)

ATTEST:

Title: VICE PRES OPERATIONS

Lisa K Westfall Date
City Clerk

Company Name: Missouri American Water

Address: 727 CRAIG RD CREVE COEUR MO 63141

APPROVED AS TO FORM:

Phone: 314 996 2319

Chris Lebeck #51831 9/23/20
Date

E-Mail: jeffrey.kaiser@amwater.com

Chris Lebeck #51831
City Attorney

MISSOURI-AMERICAN WATER COMPANY-CITY OF BRANSON WATER USAGE DATA AGREEMENT

This WATER USAGE DATA AGREEMENT (the "Agreement") is made and entered into as of the 23rd day of January, 2020 by and between Missouri-American Water Company, a Missouri corporation (hereinafter "MAWC" or the "Company"), and the City of Branson, a political subdivision established under the Constitution of the State of Missouri (hereinafter "City").

WHEREAS, MAWC provides water service to customers in Branson, Missouri, and through meter readings and estimates collects certain water usage and customer identification information for its billing purposes; and

WHEREAS, City provides sanitary sewer service to customers in Branson, Missouri, and has established charges for such service based upon customer water usage; and

WHEREAS, City has requested that MAWC provide certain water usage and customer identification information that City requires to compute and collect its sewer charges; and

WHEREAS, MAWC is willing to provide usage information in exchange for payment by the City; and

WHEREAS, MAWC is a public utility regulated by the Missouri Public Service Commission (hereinafter "Commission"); and

WHEREAS, MAWC and City desire to enter into an agreement containing specific terms and conditions of providing the water usage and customer identification data.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MAWC and City agree as follows:

1. DATA TO BE PROVIDED MAWC agrees to make available to City water usage data relative to each of MAWC's customers in Branson, which is collected quarterly or monthly in MAWC's ordinary course of business through meter readings or lawful estimates. Each customer's water usage will be ascertained from readings obtained by some combination of either actual meter readings, postcard readings mailed in from customers, telephone readings called in by customers, or estimated readings by MAWC personnel when the foregoing are unavailable. The water usage data will cover a period of approximately 90 days for quarterly billed customers and a period of approximately 30 days for monthly-billed customers.

The water usage and customer identification data (hereinafter referred to as the "Data") shall be made available to City by MAWC on a monthly basis, and shall include the following Data:

- A. Transaction information, including reading, usage and adjustment information for each customer account, as follows:

- (i) Whether the reading is an actual reading or an estimate (estimates shall include office estimates performed by MAWC and reads provided by the customer);
- (ii) Usage adjustment(s) with appropriate code(s) (if applicable);
- (iii) Cancel read (if applicable);
- (iv) Closing bill (if applicable);
- (v) The reading, which shall contain at a minimum:
 - a. The reading date;
 - b. Days of duration;
 - c. Usage amount;
 - d. Reading frequency (bi-monthly, quarterly, monthly);
 - e. Unit of measure (gallons, hundred gallons, hundred cubic feet, thousand gallons);
 - f. Negative and positive indicator on usage; and
 - g. Transaction number for each record.

B. Account and premise change information, including customer, service address and status information, as follows:

- (i) Account name and mailing address (including address, city, state and zip code);
- (ii) Premise address (i.e. the service address);
- (iii) Status of account;
- (iv) Status of premise; and
- (v) Account/premise change date (if applicable).

C. Opening and closing service records, including information concerning the status of the service at the premise address, as follows:

- (i) New premise;
- (ii) Inactivated premise; and/or
- (iii) Killed premise.

Because a City customer and a MAWC customer at a specific address may be different individuals or entities, it will be City's responsibility to discern from the Data the appropriate customer identification information for City's purposes. MAWC will not be responsible for determining which of its customers are also the City's customers. In addition, MAWC does not make any representations or warranties to City as to the accuracy, completeness or fitness for a particular purpose of the Data.

As of the date the City makes its first annual payment, City may retrieve the above Data via a secure website maintained by MAWC and all customer records made available to City are referenced by MAWC account number and premise number. To the extent MAWC intends to change the manner by which the Data will be made available to City or to change the manner in which MAWC references customer records, it shall provide City with no less than ninety (90) days' notice, per the notice provision set forth in paragraph 14 below.

2. CONFIDENTIALITY City agrees that the Data it obtains shall be used only for the purpose of computing and collecting its sewer charges, and that it shall limit the disclosure of the Data to only those officers, employees, and agents who need the Data for such purpose. City agrees to keep the Data confidential and shall not disclose, provide or sell the Data to any third party,

firm, corporation or entity, except as required by law or as otherwise provided herein. Both parties acknowledge the City's responsibility as a public body to comply with Chapter 610 of the Revised Missouri Statutes, "Governmental Bodies and Records," and that the decision to turn any records over via a public record request in compliance with that act is the City decision and the City decision alone.

3. INAPPLICABLE PSC NOTICE REQUIREMENTS All notice and complaint procedures specified in 4 CSR 240, and Chapters 386 and 393 RSMo that apply to customer rights to utility service from a regulated utility, shall not apply to action or inaction by MAWC pursuant to the Agreement or MAWC's election to enter into this Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of City.
4. FEES The City will pay an annual fee for MAWC to provide Data under this Agreement as set forth in the fee schedule on Exhibit A. The first annual payment will be due 30 days after the Effective Date and, thereafter, the City will be billed annually. From time to time, MAWC may bill the City for additional costs incurred to satisfy additional data requests by the City beyond the scope of data provided and covered in this Agreement. The City will pay MAWC within 30 days from receipt of any such billings. Should the City fail to pay any amounts due under the terms of this Agreement, MAWC's obligations to deliver the Data under this Agreement shall cease until such amounts are paid in full.
5. COMMISSION REVIEW To the extent that this Agreement becomes the subject of any regulatory proceeding before the Commission and the Commission produces a determination that alters the terms or fees set forth in this Agreement, impacts the Company's authorized revenues (i.e. imputes revenues to the Company), or is otherwise inconsistent with the Company's expected rate-making treatment, either party may terminate the Agreement with notice to the other party, or the parties may agree to amend the Agreement consistent with any Commission directive or order.
6. CUSTOMER COMMUNICATIONS City shall handle all customer communications regarding the implementation of this Agreement or any actions that are taken pursuant to this Agreement. Communications from customers to MAWC regarding City billings will be referred and directed to City, but MAWC will respond to reasonable requests for information from City to assist City in the handling of specific customer issues from time to time.
7. FORCE MAJEURE AND CONFLICTING REQUIREMENTS MAWC's actions required under this Agreement shall be excused due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather, or emergencies requiring utilization of manpower or resources elsewhere. In addition, the aforementioned information will cease to be provided if a court of competent jurisdiction or other governmental entity having jurisdiction issues an order to MAWC so requiring.

8. EXPIRATION OR TERMINATION The initial term of this Agreement shall be until December 31, 2020. Thereafter, it will continue, on a calendar year basis from year to year, dependent upon budget appropriations and with approval from the Board of Aldermen, unless terminated by either of the parties giving thirty (30) days' written notice to the other party as set forth in Paragraph 13 below.
9. SUCCESSORS AND ASSIGNS MAWC and City agree that this Agreement shall be binding upon and inure to benefit of their respective successors and assigns.
10. ENTIRE AGREEMENT This Agreement sets forth the entire understanding between the parties and fully supersedes any prior agreements or understanding between the parties relating to the subject matter set forth herein.
11. AMENDMENT Neither this Agreement, nor any term hereof may be amended, changed, modified, altered or waived except in writing executed by both City and MAWC or by an order or directive of the Commission as set forth in Paragraph 5 above.
12. AUTHORITY OF PARTIES Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required. Upon execution of the Agreement, the City shall designate a representative to whom all inquiries from MAWC should be directed and decisions of that individual shall be final and binding on City.
13. NOTICES All notices and other communications between MAWC and City concerning this Agreement (collectively, "Notices") shall be given in writing to the addresses set forth below:

MAWC:

Missouri-American Water Company
 727 Craig Road
 St. Louis, MO 63141

Attn: Vice-President of Operations

With Copy to:

Missouri-American Water Company
 727 Craig Road
 St. Louis, MO 63141

Attn: Legal Department

City:

City of Branson

Utilities
 616 W. Pacific St.
 Branson, MO 65616
 Attn: Utilities Director

14. CONSTRUCTION The headings or captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
15. GOVERNING LAW To the extent a dispute arises between MAWC and City involving enforcement of this Agreement, such dispute shall be governed by the laws of the State of Missouri applicable to contracts made and performed entirely in Missouri, without regard to any principles of conflicts of law.
16. INCORPORATION OF RECITALS The Recitals are hereby incorporated into this Agreement.
17. COUNTERPARTS This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.
18. EFFECTIVE DATE This Agreement shall be effective upon the date this Agreement is signed by both parties ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year first above written.

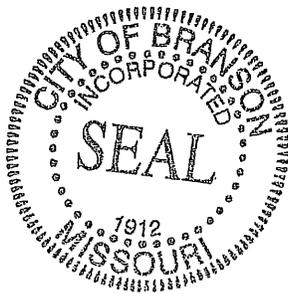
MISSOURI-AMERICAN WATER COMPANY

By *Scott D. Erbe*

ATTEST:

Mary Beth Hercules
Assistant Secretary

CITY OF BRANSON, MISSOURI



E. Edd Akers
E. Edd Akers, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
Lisa K Westfall, City Clerk

Chris Lebeck #51831 12/20/15
Chris Lebeck, #51831 City Attorney

EXHIBIT A
FEE SCHEDULE

Annual Data Usage Rate	\$3,000
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STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH UTILITY SERVICE COMPANY, INC. FOR ONGOING MAINTENANCE AND SCHEDULED RENOVATIONS OF THE CITY'S WATER TOWERS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- In 2012, Utilities implemented a program for a qualified contractor to perform water tower renovations and ongoing maintenance for the City's eight water towers. Utility Service Company, Inc. was selected to perform this service under a management agreement that is reviewed by the City each year. The City has the option to renew the contract on an annual basis for an indefinite period of time. The City is the only party to the contract that has the option to cancel or not renew.
- Under this contract, two of the City's water towers are maintained under a Complete Service Program. The Landmark Tower located at Hwy 165 & 76 Country Music Blvd and the Junior High Tower, located on N Highway 65; both towers were renovated by Utility Services in 2012. Under the ongoing service program, Utility Service performs all necessary inspections, repairs, cleaning, and maintenance of these two towers. Annual services fees cover the cost of annual maintenance and 10-year cycle renovations. Both the Landmark and Junior High Towers are scheduled for painting renovations in 2021.
- The City's six remaining water towers are maintained by Utility Service, under an alternate Modified Service portion of the contract which addresses specific repair and cleaning needs each year for each of those towers as determined and recommended by City staff.
- Total program cost are set not to exceed \$87,947.52 for fiscal year 2021, which includes the annual Complete Service fees of \$58,260.48 for the Landmark Tower and \$27,543.04 for the Junior High Tower, \$1072.00 for exterior washing of the Pacific Street Tower, \$1072.00 for exterior washing of the Walmart Water Tower (located on 76 Country Music Blvd).
- Funds for these expenses have been included in the 2021 fiscal year budget.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: E1 1.1

ATTACHED EXHIBITS:

BILL NO. 5918

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH UTILITY SERVICE COMPANY, INC. FOR ONGOING MAINTENANCE AND SCHEDULED RENOVATIONS OF THE CITY'S WATER TOWERS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for an ongoing water tower renovation and maintenance program on April 26, 2012; and

WHEREAS, upon accepting the proposal, a contract was executed in 2012 with Utility Service Company, Inc., to be reviewed annually for renewal by the Board of Aldermen; and

WHEREAS, with Staff's recommendation the Board of Aldermen desires to approve the 9th renewal period of the contract.

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

Section 1: The Board of Aldermen hereby approves the renewal of the contract with Utility Service Company, Inc., for water tower maintenance and future renovation program in the amount not to exceed \$87,947.52 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

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

Read, this first time on this _____ day of _____, 20__.

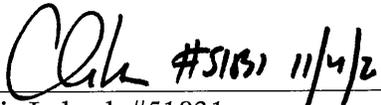
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 20__.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K. Westfall
City Clerk



Chris Lebeck #51831
City Attorney

Master Contract Number: C2012-0175
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 **Utility Service Company, Inc.** ("Service Provider") for renewal period **Nine** 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 ongoing services and assume the responsibilities under the terms as outlined in the original Master Services Contract dated June 14, 2012 attached as **Exhibit 1, with the exception of amending the prevailing wage annual wage order to the current wage order number in effect and the 2021 Scope of Work, as amended by Exhibit "A", Contract Renewal Period Number Nine, Pricing Page, attached hereto.**

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 renewal exceed the sum of **Eighty Seven Thousand Nine Hundred Forty Seven Dollars and Fifty Two Cents (\$87,947.52), all of which is dependent upon budget appropriations,** for the work outlined and described in the Contract Renewal Period Number Nine Pricing Page, attached hereto as Exhibit "A", unless the City terminates or does not renew the contract.

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds 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: J. Shane Albritton 10/27/20
(Signature) Date

E. Edd Akers, Mayor Date

Name: J. Shane Albritton
(Printed Name)

ATTEST:

Title: VP, Legal

Lisa K Westfall, City Clerk Date

Company Name: Utility Service Co. Inc.

APPROVED AS TO FORM:

Address: 535 Courtney Hodges Blvd

Chris Lebeck #51831 10/27
Date

Phone: 418-988-5226

City Attorney

Master Contract Number: C2012-0175
Sub-Contract Number: _____
Prevailing Wage Project Number: _____

Exhibit "A"
Contract Renewal Period Number Nine
Pricing Page

Year 2021

Complete Service:

Landmark Tower – Well #11
Annual Maintenance Fee

\$ 58,260.48

Exterior Overcoat

1. A containment system shall be utilized to meet the emission control requirements of a Class 4A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated during Paint Removal Operations, dated October 1, 2004.
2. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
3. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
4. All rusted or bare areas must be spot primed with Tnemec Series 135 Chembuild primer.
5. One (1) full intermediate coat of a Tnemec Series 135 Chembuild shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
6. One (1) full finish coat of a Tnemec Series 72 Polyurethane coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.
7. Repaint all logos using Tnemec Series 72 Polyurethane coating.

Interior Dry - Overcoat

1. All interior dry surfaces must be properly cleaned and prepped to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with Tnemec Series 135 Chembuild primer.
1. One (1) full finish coat of a Tnemec Series FC 20 Pota-Pox coating shall be applied to complete interior dry surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.

Master Contract Number: C2012-0175
Sub-Contract Number: _____
Prevailing Wage Project Number: _____

Interior Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured in accordance with paint manufacturers specifications, the interior surfaces shall be disinfected per AWWA Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested by the Service provider per TCLP-(8) Heavy Metals as mandated by the State regulations.
6. The Service Provider shall properly dispose of the spent abrasive waste at the Service Provider's expense.
7. The Service Provider shall seal the tank and make ready for service.

Junior High School Tank-Well #5
Annual Maintenance Fee

\$ 27,543.04

Exterior Overcoat

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a Tnemec Series 135 Chembuild metal primer.
4. One (1) full intermediate coat of a Tnemec Series 135 Chembuild shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
5. One (1) full finish coat of a Tnemec Series 72 Polyurethane shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.
6. Repaint logo using Tnemec Series 72 Polyurethane.

Master Contract Number: C2012-0175
Sub-Contract Number: _____
Prevailing Wage Project Number: _____

Interior Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Themec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Themec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Themec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured in accordance with paint manufacturers specifications, the interior surfaces shall be disinfected per AWWA Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested by the Service provider per TCLP-(8) Heavy Metals as mandated by the State regulations.
6. The Service Provider shall properly dispose of the spent abrasive waste at the Service Provider's expense.
7. The Service Provider shall seal the tank and make ready for service.

ALTERNATES Modified Service:

Wal-Mart Tower

Interior Wash \$ 1,072.00

Pacific Street Tower

Interior Wash \$ 1,072.00

Total \$ 87,947.52

Prevailing Wage Project No. VW 1204

MASTER SERVICES CONTRACT

THIS CONTRACT made and entered into this 14th day of June, 2012, by and between the City of Branson, Missouri (the "City") and **Utility Service Company, 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 hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The initial term of the contract will be from the execution date of this contract to December 31, 2012. Thereafter, the City may renew this contract for successive renewal terms of one (1) year each. Additional one year terms will require City Board of Alderman approval and the issuance of a Notice to Proceed in accordance with item 7C of this section.**

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 billing statement as scheduled in Exhibit A, Scope of Work, Section 12d and 12e.

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, for all work to be rendered under this contract; provided, that where payments are to be made as scheduled in Exhibit A 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. Upon satisfactory completion the City shall pay the Service Provider in full for all work performed as outlined in Exhibit B with exception of the total initial renovation costs of the Landmark Tower – Well #11 and the Junior High School Tank – Well #5 which shall be amortized over a five (5) year period as described in Exhibit A section 2a and as set forth by amounts in Exhibit C. Should the City terminate or not renew this contract or any successive contracts prior to the end of the agreed amortized period as set forth in Exhibit C, any remaining balance of the initial renovation cost for individual tanks shall be paid in full at the termination of the contract.

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 first year contract exceed the sum of **Two Hundred Thirteen Thousand Four Hundred Twenty Three Dollars and Forty Cents (\$213,423.40)** unless the City terminates or does not renew this contract. Should the City terminate or not renew this contract at the end of the first year term it is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under this contract exceed the sum of **Six Hundred Forty Seven Thousand Four Hundred Thirteen Dollars (\$647,413.00)** which shall include payment of the remaining total balance of the initial renovation costs for the Landmark Tower – Well #11 and the Junior High School Tank – Well #5 as set forth in Exhibit C.

C. Future contract renewals, approved by the City Board of Aldermen, shall incorporate not to exceed sums including agreed renovation cost payments which are amortized over a five (5) year period beginning with this contract and agreed annual maintenance fees as set forth in Exhibit C. Not to exceed sum language shall also be incorporated to include any remaining balance that must be paid for initial renovations should the City cancel or not renew any successive contract prior to the end of the agreed amortized period. Maintenance fees beyond year five (5) shall also be included if contract renewals are made in effect at that time and are subject to the agreed annual percent increase. Not to exceed sums for work to be performed on towers included under Alternates Modified Service may also be included as defined under the Service Provider's submitted Pricing Page in RFP 1898-26 - Water Storage Tank Maintenance & Asset Management Program, copy attached hereto as Exhibit "F" reference.

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. N/A

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.

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 licensed to do business in the State of Missouri with limits of liability not less than two million six hundred eighteen thousand two hundred thirty dollars (\$2,618,230.00) 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 six hundred eighteen thousand two hundred thirty dollars (\$2,618,230.00) 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

Utility Service Company, Inc.

Page 5 of 35

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. 18 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 within sixty (60) days of 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:

Utility Service Co., Inc.
By: [Signature]
Name: Sheldon Shelton
Sr. Vice President of Sales
Address: 535 Courtney Hodges Blvd.
Perry, GA 31069
Phone: (478) 987-0303
Fax: (478) 987-2991
Tax ID: 58-1920989

CITY OF BRANSON, MISSOURI

[Signature]
Raeanne Presley,
Mayor

ATTEST:

[Signature]
Lisa K Westfall-Hillary Bergman
Deputy City Clerk

APPROVED AS TO FORM:

[Signature]
William T. Duston
City Attorney



SCOPE OF WORK1. PURPOSE

These professional services are to include, but are not limited to: annual inspection services, rehabilitation, repair, component replacements, repainting, and interior and exterior washing, as part of a custom designed water storage tank preventative maintenance program. Utility Service Company, Inc. shall assume all responsibility and accountability for maintenance of the City's water storage tanks which are listed under a Complete Service Maintenance Program (Complete Service).

2. TERMS

- 2a. Services shall be provided by Utility Service Company, Inc. until the contract is either terminated or not renewed by the City. Utility Service Company, Inc. shall not, for any reason, terminate the contract. The contract shall be issued for one (1) year and shall be renewable on an annual basis, at the City's discretion, to provide ongoing maintenance and repair of each water storage tank. This contract term shall commence upon signing of the contract. Future contract renewals, approved by the City Board of Aldermen, shall commence on January 1st of each year thereafter. Maintenance of each water storage tank under Complete Service shall begin with an initial renovation. Initial renovation cost for each water storage tank shall be amortized over five (5) years as set forth in Exhibit C. Should the City terminate or not renew this contract or any successive contracts prior to the end of the agreed amortized period as set forth in Exhibit C, any remaining balance of the initial renovation cost for individual tanks shall be paid in full at the termination of the contract. Costs for future scheduled renovations of individual water storage tanks included under Complete Service shall be included as part of an annual maintenance fee of each individual water storage tank. Should the contract be terminated by the City at the end of any contract term the City shall not be liable for any cost of maintenance services beyond the end of that said term. Notice of termination shall be sent by certified mail to:

Utility Service Company, Inc.
Post Office Box 1350
535 General Courtney Hodges Boulevard
Perry, Georgia 31069
ATTN: Customer Service

- 2b. If Utility Service Company, Inc. fails to perform or continue the agreed maintenance and duties of the contract, the contract shall be terminated by the City and Utility Service Company, Inc. shall be liable for reimbursement to the City seventy-five percent (75%) of the annual maintenance fees, for each water storage tank included under Complete Service, which have been paid to Utility Service Company, Inc. prior to the completion of the next scheduled exterior and interior renovation.

- 2c. Utility Service Company, Inc. shall provide and maintain required bonds as listed in the Terms and Conditions for Services.
- 2d. Utility Service Company, Inc. shall not transfer or assign the contract to a third party without receiving prior written approval by the City.
- 2e. The initial renovation shall include work to bring individual water storage tanks up to the quality standards as established by the American Water Works Association (AWWA), the regulatory requirements of the Missouri Department of Natural Resources (MDNR) and the specifications herein. A continuing and ongoing maintenance program for each water storage tank listed under Complete Service shall commence in the year following the initial renovation for the purpose of maintaining compliance of each tank with MDNR regulations, protection of the structural integrity of the tank and to maintain necessary and expected aesthetics of each tank.
- 2f. This contract will include two of the City's tanks under Complete Service. The City reserves the right to phase additional city owned water storage tank(s) into the Complete Service program. The addition of water storage tanks to Complete Service would occur at the beginning of a renewal contract term. The renewed contract shall be modified, following Board of Alderman approval, to reflect necessary changes. Each water storage tank added to Complete Service shall begin with an initial renovation, the cost of which shall be amortized over five (5) years.
- 2g. The City reserves the right to remove individual water storage tanks from the Complete Service program. Any removal of an individual tank from the Complete Service program will be effective at the end of a contract term. Should a water storage tank be removed from Complete Service prior to the end of an agreed amortized renovation cost period, any remaining balance of the renovation cost shall be paid in full prior to removal.
- 2h. Other City water storage tanks may be included under a Modified Service Program (Modified Service). Water storage tanks which may be included under Modified Service shall require maintenance as specifically described herein.
- 2i. The City reserves the right to add or remove individual water storage tanks from the Modified Service program. Any addition or removal of an individual tank from the Modified Service program would be effective at a contract renewal.

3. SERVICE PROVIDER

Utility Service Company, Inc. serves at the discretion, direction and the pleasure of the City.

4. QUALIFICATIONS

- 4a. Utility Service Company, Inc.'s employees assigned to maintenance responsibility for the City's water storage tanks shall be listed. An update of personnel shall be submitted with each contract renewal.
- 4b. Appropriate computer systems must be in place and utilized by Utility Service Company, Inc. to track and record the activities of the maintenance plan.
- 4c. If necessary, the City may request Utility Service Company, Inc. to inspect communication equipment installations or perform actual assistance with removal and installation of city owned communication equipment.
- 4d. Subservice providers performing work under this contract shall act as a representative of Utility Service Company, Inc. and shall follow all the same rules, regulations and requirements as Utility Service Company, Inc. while performing work under this contract. A list of all subservice providers which may be utilized to perform work under the contract shall be submitted.

5. WATER STORAGE TANKS INCLUDED FOR COMPLETE SERVICE

Utility Service Company, Inc. shall assume full responsibility and accountability for maintenance under Complete Service for these water storage tanks:

Landmark Tower -- Well #11 . 1.0 Million Gallon Hydro Pillar

Junior High School -- Well #5 .50 Million Gallon Standpipe

6. MINIMUM SERVICES FOR WATER STORAGE TANKS INCLUDED UNDER COMPLETE SERVICE

6a. Landmark Tower -- Well #11 Hydro-Pillar

NOTE: This tank will require containment for the initial renovation and future recoating under the Complete Service program.

Year 1 - 2012

Complete Service Renovation -- Minimum Requirements

Exterior Overcoat

- 1. A containment system shall be utilized to meet the emission control requirements of a Class 4A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated during Paint Removal Operations, dated October 1, 2004.

2. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
3. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
4. All rusted or bare areas must be spot primed with Themec Series 135 Chembuild primer.
5. One (1) full intermediate coat of a Themec Series 135 Chembuild shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
6. One (1) full finish coat of a Themec Series 72 Polyurethane shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.
7. Paint three (3) logos as per specification using Themec Series 72 Polyurethane.

Repairs and Additions

1. Provide and install three (3) LED logo lighting systems as per specification.
2. Provide and install new LED aircraft beacon lighting meeting current FAA requirements.
3. Provide and install MDNR compliant freeze proof/insect proof roof vent.
4. Remove any unused antenna equipment and return to City.
5. Provide and install access ladder Cable Safety Climbs on all access ladders.
6. Provide and install replacement louver at vent opening at top of concrete pedestal for proper fit of opening.
7. Remove existing logo lighting system and return materials to City.

Interior Dry - Overcoat

1. All interior dry surfaces must be properly cleaned and prepped to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with Themec Series 135 Chembuild primer.

4. One (1) full finish coat of a Tnemec Series FC 20 Pota-Pox coating shall be applied to complete interior dry surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.

Interior Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured in accordance with paint manufacturer's specifications, the interior surfaces shall be disinfected per AWWA Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested by Utility Service Company, Inc. per TCLP-(8) Heavy Metals as mandated by the State regulations.
6. Utility Service Company, Inc. shall properly dispose of the spent abrasive waste at the Utility Service Company, Inc.'s expense.
7. Utility Service Company, Inc. shall seal the tank and make ready for service.

Complete Service Maintenance Program – Minimum Requirements

NOTE: The following years of listed minimum required maintenance is contingent upon contract renewal.

Year 2 – 2013

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 3 – 2014

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program
6. Pressure wash the exterior with a minimum of 4,000 P.S.I.

Year 4 – 2015

1. Washout tank interior, disinfect, and inspect the tank.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 5 – 2016

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program
6. Pressure wash the exterior with a minimum of 4,000 P.S.I.

Year 6 – 2017

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 7 – 2018

1. Washout tank interior, disinfect, and inspect the tank.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program
6. Pressure wash the exterior with a minimum of 4,000 P.S.I.

Year 8 – 2019

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 9 – 2020

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program
6. Pressure wash the exterior with a minimum of 4,000 P.S.I.

Year 10 – 2021

Note: Should advancements in technology allow for this tank to be renovated without containment at year 10, or dates beyond, a credit shall be given to the City in the form of a reduced annual maintenance fee beginning in the year following said renovation for the difference of the current cost of containment and the lesser cost of newer paint removal and application techniques. The current cost for containment of this water storage tank is equal to \$10,000 of the per annual maintenance fee.

Exterior Overcoat

1. A containment system shall be utilized to meet the emission control requirements of a Class 4A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated during Paint Removal Operations, dated October 1, 2004.
2. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
3. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
4. All rusted or bare areas must be spot primed with Themec Series 135 Chembuild primer.
5. One (1) full intermediate coat of a Themec Series 135 Chembuild shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
6. One (1) full finish coat of a Themec Series 72 Polyurethane coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.
7. Repaint all logos using Themec Series 72 Polyurethane coating.

Interior Dry - Overcoat

1. All interior dry surfaces must be properly cleaned and prepped to remove any surface contamination.

2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with Themec Series 135-Chembuild primer.
4. One (1) full finish coat of a Themec Series FC 20 Pota-Pox coating shall be applied to complete interior dry surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.

Interior Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Themec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Themec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Themec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured in accordance with paint manufacturers specifications, the interior surfaces shall be disinfected per AWWA Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested by Utility Service Company, Inc. per TCLP-(8) Heavy Metals as mandated by the State regulations.
6. Utility Service Company, Inc. shall properly dispose of the spent abrasive waste at Utility Service Company, Inc.'s expense.
7. Utility Service Company, Inc. shall seal the tank and make ready for service.

6b. Junior High School Tank -- Well #5 Standpipe

NOTE: The existing paint on this tank contains levels of lead which will require necessary containment and lead abatement if the paint is removed. It shall be the intent under this proposal to properly prepare, overcoat and encapsulate the existing paint.

Year 1 – 2012

Complete Service Renovation – Minimum Requirements

Exterior Overcoat

1. All exterior surfaces shall be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with Tnemec Series 135 Chembuild metal primer.
4. One (1) full intermediate coat of a Tnemec Series 135 Chembuild shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
5. One (1) full finish coat of a Tnemec Series 72 Polyurethane shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.
6. Paint one (1) logo as per specification using Tnemec Series 72 Polyurethane.

Exterior Repairs and Additions

1. Provide and install one (1) LED logo lighting system as per specification.
2. Provide and install anti-climb gate device on the access ladder.
3. Provide and install new anti-fall cable and safety appurtenance on access ladder.
4. Replace overflow flapper and screen (18 mesh) assembly.
5. Coat top of concrete foundation with epoxy.
6. Repair caulk and grout at tank base.
7. Provide and install MDNR compliant 24" freeze proof/insect proof roof vent.

Interior Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign

debris.

3. A high build epoxy liner manufactured by the Themec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Themec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Themec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured in accordance with paint manufacturers specifications, the interior surfaces shall be disinfected per AWWA Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested by Utility Service Company, Inc. per TCLP-(8) Heavy Metals as mandated by the State regulations.
6. Utility Service Company, Inc. shall properly dispose of the spent abrasive waste at Utility Service Company, Inc.'s expense.
7. Utility Service Company, Inc. shall seal the tank and make ready for service.

Complete Service Maintenance Program – Minimum Requirements

NOTE: The following years of listed minimum required maintenance is contingent upon contract renewal.

Year 2 – 2013

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 3 – 2014

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program
6. Pressure wash the exterior with a minimum of 4,000 P.S.I.

Year 4 – 2015

1. Washout tank interior, disinfect, and inspect the tank.

2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 5 – 2016

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program
6. Pressure wash the exterior with a minimum of 4,000 P.S.I.

Year 6 – 2017

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 7 – 2018

1. Washout tank interior, disinfect, and inspect the tank.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as necessary.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program
6. Pressure wash the exterior with a minimum of 4,000 P.S.I.

Year 8 – 2019

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as needed.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 9 – 2020

1. Perform inspection and preventive maintenance.
2. Perform any needed repairs/touchup.
3. Provide emergency repair service as needed.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program
6. Pressure wash the exterior with a minimum of 4,000 P.S.I.

Year 10 – 2021

Note: Should advancements in technology allow for this tank to be renovated without containment at year 10, or dates beyond, a credit shall be given to the City in the form of a reduced annual maintenance fee beginning in the year following said renovation for the difference of the current cost of containment and the lesser cost of newer paint removal and application techniques. The current cost for containment of this water storage tank is equal to \$9,000 of the per annual maintenance fee.

Exterior Overcoat

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a Tnemec Series 135 Chembuild metal primer.
4. One (1) full intermediate coat of a Tnemec Series 135 Chembuild shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
5. One (1) full finish coat of a Tnemec Series 72 Polyurethane shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness. Color to be determined.
6. Repaint logo using Tnemec Series 72 Polyurethane.

Interior Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.

4. After the liner has properly cured in accordance with paint manufacturers specifications; the interior surfaces shall be disinfected per AWWA Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested by Utility Service Company, Inc. per TCLP-(8) Heavy Metals as mandated by the State regulations.
6. Utility Service Company, Inc. shall properly dispose of the spent abrasive waste at Utility Service Company, Inc.'s expense.
7. Utility Service Company, Inc. shall seal the tank and make ready for service.

7. Complete Service -- Minimum Requirements - General

- 7a. The water storage tank components, and labor to provide maintenance and repair of the components, covered in Complete Service shall include, at a minimum, steel parts such as tank walls-floor and top, roof supports, beams, sway rods, support rods, manhole covers and hatches, overflow piping, support legs, columns, anchor chairs and bolts, hand rails, catwalks, man-ways, ladders, climbing cages and any other steel surface component. Maintenance and repair of components such as gaskets, painting systems, including logos, aircraft beacon lights, logo lighting systems, vents, screens, foundation grouting and expansion joints, shall also be included.
- 7b. Utility Service Company, Inc. shall be responsible for installation and cost of containment of water storage tanks where it is specifically listed as required for renovations, repair and painting.
- 7c. Utility Service Company, Inc. shall be responsible for any necessary removal and reinstallation of the logo lighting system(s) for the purpose of repair, maintenance, washing or repainting.
- 7d. The agreed annual maintenance fee shall cover cost of future blasting and complete repainting as necessary for proper adhesion of the painting system.
- 7e. Utility Service Company, Inc. shall apply a Themec Series paint system approved by the City and suitable for repainting when tank is blasted to steel.
- 7f. Subject to annual renewals the ongoing Complete Service program cycle shall commence again following year 10 and shall follow the same pattern as described herein for years 2 - 10 of each water storage tank under Complete Service.
- 7g. If at any time the specified Themec Series products are discontinued Utility Service Company, Inc. shall use an equivalent or better Themec Series product approved by the City.

- 7h. Utility Service Company, Inc. shall assume responsibility for all corrections and repairs to each water storage tank necessitated by acts of vandalism and through normal deterioration.
- 7i. Utility Service Company, Inc. shall respond within twenty four (24) hours to address and perform any necessary emergency services for items covered under the contract. Utility Service Company, Inc. shall charge no additional costs for emergency response.
- 7j. Utility Service Company, Inc. shall follow all rules and regulations of the State of Missouri for all work performed under the contract. Obtaining all permits and approvals required by the State of Missouri and the local municipality will be the responsibility of the Utility Service Company, Inc.
- 7k. Utility Service Company, Inc. shall accept each water storage tank listed and perform the agreed maintenance and repair based on the existing structure and components. Any major structural modification to a water storage tank listed under Complete or Modified Service may allow for an adjustment increase for the annual maintenance cost for that individual tank. Major modifications would include any modification changing the amount of surface area or components to be maintained. Any adjustment in maintenance cost would be submitted and made effective at the beginning of the contract renewal period following the completed modification and shall be subject to Board of Aldermen approval.
- 7l. Utility Service Company, Inc. shall furnish any and all services, including inspection and construction services, needed to ensure the water storage tanks are in good repair and working order, according to design specifications, and compliance with all federal and state regulations.
- 7m. Utility Service Company, Inc. shall inspect the exterior and interior areas of each tank, at the frequency listed above, to ensure that the structure is in a sound watertight condition and provide the city with a comprehensive report of inspection and proposed corrective actions (if any) within thirty (30) days from date of inspection. Utility Service Company, Inc. shall notify the City thirty (30) days prior to the date of a scheduled inspection. Complete corrective action shall be performed by Utility Service Company, Inc. within a period of time designated by the City which is dependent upon the action and weather conditions.
- 7n. Utility Service Company, Inc. shall completely pressure wash the exterior of each tank, including steel and concrete surfaces, at the frequency listed above, utilizing a minimum of 4,000 psi to remove mold, mildew, and other accumulated materials.
- 7o. Utility Service Company, Inc. shall completely pressure wash, utilizing a minimum pressure of 4,000 psi the interior steel surfaces of each tank, at the frequency listed above, to remove all mud, silt, and other accumulations. After pressure washing is

completed, Utility Service Company, Inc. shall thoroughly inspect and disinfect each tank in accordance with AWWA standards and MDNR requirements.

- 7p. Paint touch up shall require hand tool, water jet or abrasive blast to remove any corroded steel surface areas to maintain integrity of painting system.
- 7q. Utility Service Company, Inc. shall paint the interior and/or the exterior of the tanks, including logos, at the frequency listed above.
- 7r. Utility Service Company, Inc. shall maintain and repair as necessary LED logo lighting systems installed on the tanks. Repairs shall be completed within fourteen (14) calendar days following notification by the City.
- 7s. Utility Service Company, Inc. shall install locks on the roof hatches following inspections and maintenance.
- 7t. Utility Service Company, Inc. shall provide the City with a minimum notice of thirty (30) days in advance of performing any maintenance, repair or painting services on any water storage tank, which does not require the removal of telecommunication equipment.
- 7u. The City in coordination with Utility Service Company, Inc. shall provide 120 days' notice to telecommunications lessees having equipment installed on an individual tank structure which must be removed to facilitate painting or repair of the tank exterior.

8. LOGO SPECIFICATION

Lettering and graphics of logo(s) shall be applied under this contract in accordance to the current design. Dimensions of the logo may vary depending on the shape and design of the individual water storage tank. Color to be determined.

9. LOGO LIGHTING SPECIFICATION

- 9a. Utility Service Company, Inc. shall install LED logo lighting where specified and shall outline the letters and graphics as indicated.
- 9b. The logo lighting shall consist of 2 wire, 1/2 inch diameter LED rope light. Color to be determined.
- 9c. Each outline run shall consist of 2 – LED rope lights.
- 9d. No lighting shall be exposed between letters or symbols.
- 9e. The LED rope light shall be supported by magnetic hooks having a minimum pull of 26 pounds. Rope lighting shall be attached to magnets with a minimum of 2

UV resistant zip ties. Magnets shall be placed at a maximum distance of 24 inches on straight runs and a 6 inch maximum distance on curves in design.

9f. The lighting will be supplied by 120 volt AC power at a receptacle located at the top of the tank.

9g. All electrical components shall be UL listed.

10. RESPONSIBILITY

10a. Utility Service Company, Inc. shall be responsible for locking any and all tank doors, access hatches and fence gates following any inspection, maintenance or repair activity conducted by Utility Service Company, Inc. Utility Service Company, Inc. shall be responsible for damages and any repair costs resulting from facilities being left unsecured by Utility Service Company, Inc.

10b. Utilities Department personnel will be responsible for closing and opening water valves to isolate a tank from service and to restore service.

10c. The City shall provide water and electricity at no cost to Utility Service Company, Inc. for all water storage tank renovation and maintenance activities. Utilities will furnish a water meter to measure water amount consumed.

10d. Utility Service Company, Inc. shall furnish all equipment, personnel, tools and labor for work to be performed by Utility Service Company, Inc.

10e. City staff will notify adjacent property owners in advance of any painting, repair or maintenance to be performed on a water storage tank site.

10f. Adequate care shall be taken by Utility Service Company, Inc. to protect all adjacent properties, structures, materials, or equipment from damage as a result of the work performed. Any and all damage to adjacent properties, caused as a result of the work performed by Utility Service Company, Inc. shall be the responsibility of Utility Service Company, Inc. to repair or replace at no additional cost to the City.

10g. Utility Service Company, Inc. shall keep the premises free at all times from accumulations of unnecessary debris and rubbish. Site cleanup shall be completed in a prompt and timely manner.

10h. Waste materials shall not be buried or burned on the site. Waste materials generated as a result of work performed by Utility Service Company, Inc. shall be removed from the site by Utility Service Company, Inc. and disposed of in a manner complying with all local ordinances and regulatory laws.

- 10i. Utility Service Company, Inc. shall be responsible for all areas of the work site used by their employees and all subservice providers in the performance of work. Utility Service Company, Inc. has the right to exclude from the work site all persons (except City employees) who have no purpose related to the work being performed, and shall require all persons allowed within the work site to observe the same regulations as required of Utility Service Company, Inc.'s own employees.
- 10j. The City is not responsible in any way for the protection of Utility Service Company, Inc.'s equipment while attended or unattended.
- 10k. Utility Service Company, Inc. shall be responsible for protection of the site by implementation of all necessary safety precautions to protect the general public. Erection of barriers, placement of cones and signage, and other necessary measures shall be taken to prevent unauthorized persons from entering the worksite at all times.
- 10l. No claim shall be made against the City by Utility Service Company, Inc. by reason of any act of Utility Service Company, Inc.'s employee, Subcontractor, Contractor representative or any trespasser.
- 10m. Utility Service Company, Inc. shall pay costs to repair damage to City property resulting from damage caused by Utility Service Company, Inc.
- 10n. The City requires very specific schedules for the work to be performed. Utility Service Company, Inc. will be required to follow instructions from the Utilities department in regards to the schedules.
- 10o. Utility Service Company, Inc. shall be responsible for any arrangement with property owners adjacent to worksites for the use of additional property for work or staging of equipment. Any rental or lease cost for use of adjacent properties shall be borne by the Utility Service Company, Inc.
- 10p. Any difficulties shall be reported to the Utilities Director immediately.
- 10q. The Utilities Director has the right to reject any unsatisfactory work performed. Corrective action must immediately be taken by the Utility Service Company, Inc..

11. WAGE REQUIREMENTS

It is agreed that all labor utilized in the construction of the aforementioned improvements 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. Utility Service Company, Inc. shall be required to submit Certified Payroll with each pay request. Weeks

not worked shall indicate "No Work this Week". No payment shall be made if Certified Payroll is not on file with City.

12. INITIAL/ANNUAL CHARGES AND PAYMENTS

- 12a. A cost breakdown shall be provided indicating the amortization of the initial renovation costs over five (5) years for each water storage tank included in Complete Service.
- 12b. The starting bid for the annual fee, as indicated on the pricing page of the RFP, for the continuing and ongoing maintenance and the next scheduled renovation of each water storage tank under Complete Service shall be made effective beginning in year two (2), contingent upon contract renewal.
- 12c. The Complete Service program annual maintenance fee, beginning in year two (2) for each individual water storage tank may be adjusted at the beginning of each renewable contract term and shall not exceed a maximum of three and one-half percent (3.5%) increase on an annual basis. The annual maintenance fee shall remain constant in years two (2) through five (5) as set forth in Exhibit C. The annual fee shall remain constant for three (3) year periods beginning in year six (6). The total of each annual percent increase during years two (2) through five (5) shall be added to the annual fee for year six (6). The total of each annual percent increase during each three (3) year period beginning in year six (6) shall be added to the annual fee at the beginning of the subsequent three (3) year period. The 3.5% maximum allowed annual increase shall not be considered an automatic implementation. A cost analysis indicating justification for any requested fee increase shall be submitted to the City no less than one hundred twenty (120) days prior to the end of a contract term and shall be subject to review and approval by the City Board of Aldermen. It shall not be considered breach of contract on the part of Utility Service Company if the City disapproves a percent of increase up to the 3.5% maximum, however, the City may elect not to renew the contract if the accumulation of increase percentages escalates the annual maintenance fee for any individual water tower under Complete Service beyond an amount acceptable to the City.
- 12d. First year payment of the amortized charges for Complete Service renovations shall be made to Utility Service Company, Inc. upon satisfactory completion of the initial renovation. Subject to renewal, the second year and subsequent year payments for annual service fees shall be made at the beginning of each quarter.
- 12e. Payment for work performed on water storage tanks under a Modified Service program, as described below, shall commence in the first year contract term and shall be paid per quarter after the work is performed.
- 12f. Stated pricing for services shall include all costs for labor, insurance, overhead, profit, mobilization, travel time, mileage, and exclude taxes.

13. ALTERNATE PROPOSAL: WATER STORAGE TANKS INCLUDED FOR MODIFIED SERVICE

Specific installations and maintenance shall be performed on the City water storage tanks listed below.

Where exterior washing is specified on the tanks listed below, Utility Service Company, Inc. shall completely pressure wash the exterior of each tank, including steel and concrete surfaces, utilizing a minimum of 4,000 psi to remove mold, mildew, and other accumulated materials.

Where interior washing is specified on the tanks listed below, Utility Service Company, Inc. shall completely pressure wash, utilizing a minimum pressure of 4,000 psi the interior steel surfaces of each tank to remove all mud, silt, and other accumulations. After interior pressure washing is completed, Utility Service Company, Inc. shall thoroughly inspect and disinfect each tank in accordance with AWWA standards and MDNR requirements.

Modified Service under this contract shall include:

13a. Dewey Bald Tank – Well #10 1.0 MG Ground Storage

1. Provide and install one (1) LED logo lighting system as specified herein.
2. Wash tank exterior steel and concrete surfaces.

13b. Wal-mart Tower .50 MG Elevated Tank

1. Painting of one (1) logo as per specification using Themec Series 72 Polyurethane.
2. Provide and install two (2) LED logo lighting systems as specified herein.
3. Provide and install new LED aircraft beacon lighting
4. Wash tank exterior steel and concrete surfaces.

13c. High Tower .10 MG Elevated Tank

1. Provide and install new lock attachment on roof hatch.
2. Provide and install MDNR compliant freeze proof/insect proof roof vent.

13d. Crosby – Well #3 .30 MG Ground Storage

1. Wash tank exterior steel and concrete surfaces.
2. Washing tank interior steel surfaces.

13e. Pacific St Tower 1.0 MG Hydro Pillar

1. Provide and install three (3) LED logo lighting systems as specified herein.
2. Provide and install MDNR compliant freeze proof/insect proof roof vent.
3. Repair interior painting system in areas where adhesion is failing.
4. Wash tank exterior steel and concrete surfaces.
5. Wash tank interior steel surfaces.

Additional Terms and Conditions for Services

Bonding. Bids were received on a lump sum and unit price basis. Utility Service Company, Inc. filed with his bid a bidder's bond in the amount of \$38,000.00 made payable to the City of Branson, Missouri.

Utility Service Company, Inc. to whom a contract is awarded will be required to furnish a performance bond and payment bond in the forms attached as Exhibit D and Exhibit E respectively, which are acceptable to the City of Branson, Missouri, in the amount of 100 percent (100%) of the total contract price for the first contract period, in conformity with the requirements of the General Conditions. Subsequent renewed contracts will require a performance and payment bond effective for the duration of each contract period. The performance and payment bond shall be renewed by Utility Service Company, Inc. at each contract renewal period and adjusted to the amount of 100% of the total contract price, including all maintenance fees for that period, plus seventy-five percent (75%) of the total to date accumulated annual maintenance fees for each water storage tank under Complete Service. The annual maintenance fee shall accumulate for each water storage tank under Complete Service from the year following a water storage tank renovation or repainting through the ninth (9th) year of each maintenance cycle.

PRICING PAGE

Utility Service Company, Inc. has specified below first year prices for a professional maintenance and asset management service contract for water storage tanks in accordance with the terms and conditions as specified.

Prices are as follows for the 1st Year Contract.

Complete Service:Landmark Tower – Well #11

1 st Year Amortized Renovation Cost	<u>\$80,824.40</u>
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Junior High School Tank – Well #5

1 st Year Amortized Renovation Cost	<u>\$27,673.00</u>
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ALTERNATES Modified Service:Dewey Bald

LED Logo lighting system installation (1)	<u>\$ 5,500.00</u>
Wash tank exterior steel & concrete surfaces	<u>\$ 7,500.00</u>

Wal-Mart Tower

Painting of Logo (1)	<u>\$6,500.00</u>
LED Logo lighting system installation (2)	<u>\$11,000.00</u>
Provide and install new LED aircraft beacon lighting (1)	<u>\$ 6,500.00</u>
Wash tank exterior steel & concrete surfaces	<u>\$17,000.00</u>

High Tower

Lock attachment installation	<u>\$ 500.00</u>
Provide and install MDNR compliant freeze proof/insect proof roof vent	<u>\$ 3,944.00</u>

Crosby – Well #3

Wash tank exterior steel & concrete surfaces	<u>\$ 4,200.00</u>
Wash tank interior steel surfaces	<u>\$ 1,000.00</u>

Pacific St Tower

LED Logo lighting system installation (3)	<u>\$16,500.00</u>
Provide and install MDNR compliant freeze proof/insect proof roof vent	<u>\$ 3,944.00</u>
Repair Interior Painting System	<u>\$ 7,000.00</u>
Wash tank exterior steel & concrete surfaces	<u>\$12,838.00</u>
Wash tank interior steel surfaces	<u>\$ 1,000.00</u>

Contract Total	\$213,423.40
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City of Branson, Missouri
 Schedule of Renovation and Maintenance Fees
 Complete Service

Landmark Tower Well #11	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016
Renovation Fee Spread over 5 Contract Years	\$80,824.40	\$80,824.40	\$80,824.40	\$80,824.40	\$80,824.40
Annual Maintenance Fee Beginning in Contract Year 2	\$0	\$44,820.00	\$44,820.00	\$44,820.00	\$44,820.00
Total Annual Fee for Each Contract Year	\$80,824.40	\$125,644.40	\$125,644.40	\$125,644.40	\$125,644.40

Junior High School Tank Well # 5	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016
Renovation Spread over 5 Contract Years	\$27,673.00	\$27,673.00	\$27,673.00	\$27,673.00	\$27,673.00
Annual Maintenance Fee Beginning in Contract Year 2	\$0	\$24,971.00	\$24,971.00	\$24,971.00	\$24,971.00
Total Annual Fee for Each Contract Year	\$27,673.00	\$52,644.00	\$52,644.00	\$52,644.00	\$52,644.00

PERFORMANCE
BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 105788559

KNOWN ALL ME BY THESE PRESENTS, That we, Utility Service Co., Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto the City of Branson, Missouri, as Oblige, in the sum of Two Hundred Thirteen Thousand Four Hundred Twenty Three & 40/100 ----- Dollars (\$213,423.40) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, Principal has, by written Agreement, dated June 14, 2012, entered into a contract with Oblige, for Water Storage Tanks Included for Complete Service, Landmark Tower - Well #11 and the Junior High School Tank - Well #5 ("Contract"), and the Oblige and Principal have agreed that the work to be performed under the Contract shall be divided into separate terms ("Term" or "Terms") each for a one year (1) duration and each in a penal sum amount equal to the dollar amount of the work for which the Principal agreed to perform during the applicable Term;

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the Contract according to its terms and conditions during the effective dates of this bond, then this obligation shall be void, otherwise to remain in full force and effect. Surety's obligation hereunder shall not arise unless Principal is in default under the Contract, and has been declared by Oblige to be in default under the Contract; and Oblige has performed its obligations under the Contract. The Surety's obligation is also subject to the following conditions:

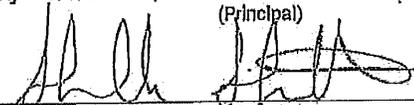
1. The obligations of Surety and Principal hereunder shall be limited to the work performed under the contract during the effective dates of June 14, 2012 to December 31, 2012, and Surety shall not be liable for any defaults arising under any other prior or subsequent Terms. Surety, at its sole option, may extend the obligation for subsequent Terms of the Contract by continuation certificate or rider setting forth new scopes of work, and the increased penal sum. Any failure of Principal to provide a bond for any such contract extension shall not be considered a breach within the effective period of this bond.
2. Surety's aggregate liability under this bond shall in no event exceed the penal sum of the bond. If the bond is renewed by Surety, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, at any two points be added together in determining Surety's liability. Surety's liability hereunder shall not cumulate. Surety shall be entitled to a dollar for dollar reduction of its liability under this Bond to the extent that Surety sustains losses related to the Contract that exceed the Contract balance paid to Surety by Oblige.
3. No suit shall be commenced under this bond after the expiration of one (1) year following the earlier of (a) the expiration date of this bond, or (b) the date that Principal ceased work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the construction work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the expiration date of this bond, or (z) the date Principal ceased work under the Contract, excluding warranty work.
4. Notwithstanding anything in the Contract to the contrary, this does not inure to the benefit of or confer any right of action upon any person other than the named Oblige. This bond shall not be liable for any liability of Principal for tortious acts, whether or not said liability is direct or is

imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required under the Contract.

Signed this 15th day of June, 2012.

Utility Service Co., Inc.

(Principal)

By: 

Sheldon Shelton, Sr. Vice President of Sales

Travelers Casualty and Surety Company of America

By: 

J. Karl Sherrill, Jr., Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

PAYMENT BOND

Bond No.: 105788559

KNOWN ALL ME BY THESE PRESENTS, That we, Utility Service Co., Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto the City of Branson, Missouri, as Oblige, in the sum of Two Hundred Thirteen Thousand Four Hundred Twenty Three & 40/100 ----- Dollars (\$ 213,423.40) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, Principal has, by written Agreement, dated June 14, 2012, entered into a contract with Oblige, for Water Storage Tanks included for Complete Service, Landmark Tower – Well #11 and the Junior High School Tank – Well #5 ("Contract"), and the Oblige and Principal have agreed that the work to be performed under the Contract shall be divided into separate terms ("Term" or "Terms") each for a one year (1) duration, and each in a penal sum amount equal to the dollar amount of the work for which the Principal agreed to perform during the applicable Term;

WHEREAS, pursuant to the Contract, the Principal is obligated to provide a payment bond ("Bond") covering each Term of the Contract, which Bond shall only cover labor and/or material used or consumed in the performance of the construction work during the effective dates of the bond for each Term;

WHEREAS, the scope of work to be performed under the Contract shall consist of Water Storage Tanks included for Complete Service, Landmark Tower – Well #11 and the Junior High School Tank – Well #5 ;

WHEREAS, the effective dates of the Bond shall be from June 14, 2012 to December 31, 2012.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed or incorporated in the performance of the construction work to be performed under of the Contract during the effective dates of this Bond, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

2. A Claimant is defined as one other than the Oblige having a contract with the Principal or with a direct subcontractor of the Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.

3. The above-named Principal and Surety hereby jointly and severally agree with the Oblige that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the

Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of the Principal shall have a right of action on this bond only if said Claimant notifies the Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

4. No suit or action shall be commenced hereunder by any Claimant:

a. After the expiration of the earlier of: (1) one year after the day on which the Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day the Claimant last supplied the labor and/or materials for which the claim is made; and

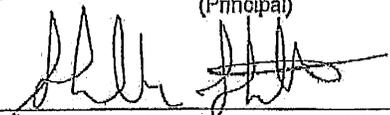
b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's aggregate liability under this bond shall in no event exceed the penal sum of the bond. If the bond is renewed or extended by Surety for additional Terms, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, at any two points be added together in determining Surety's liability. Surety's liability hereunder shall not cumulate.

Signed this 15th day of June, 2012

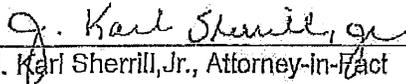
Utility Service Co., Inc.

(Principal)

By: 

Sheldon Shelton, Sr. Vice President of Sales

Travelers Casualty and Surety Company of America

By: 

J. Karl Sherrill, Jr., Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223385

Certificate No. 004432342

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint:

Larry B. Roland, Anne B. Theodore, J. Karl Sherill, Jr., and Robert J. Allonier

of the City of Highpoint, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of July, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 14th day of July, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Mario C. Tetreault
Mario C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of June, 2012

Kevin B. Hughes
Kevin B. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

AS REFERENCED IN SECTION 7C
PRICING PAGE FOR FUTURE
CONTRACTS

RFP 1898-26	April 5, 2012	Page 36 of 38
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PRICING PAGE

The service provider must provide pricing information as specified below for a long-term professional maintenance and asset management services contract for water storage tanks in accordance with the terms and conditions of the Request for Proposal.

Complete Services

Landmark Tower - Well #11 1.0 Million Gallon Hydro Pillar

Renovation: Total cost bid \$ 707,122.00

Renovation cost amortized over five (5) years

Year 1. \$ 141,424.40 2. \$ 141,424.40 3. \$ 141,424.40 4. \$ 141,424.40 5. \$ 141,424.40

Complete Service Maintenance Program:

Annual maintenance cost beginning in year two (2) \$ 141,424.40

Junior High School Tank - Well #5 50 Million Gallon Standpipe

Renovation: Total cost bid \$ 198,363.00

Renovation cost amortized over five (5) years

Year 1. \$ 39,672.60 2. \$ 39,672.60 3. \$ 39,672.60 4. \$ 39,672.60 5. \$ 39,672.60

Complete Service Maintenance Program:

Annual maintenance cost beginning in year two (2) \$ 39,672.60

ALTERNATE'S Modified Services:

Dewey Ball - Well #10 - 1.0 MG Ground Storage

LED Logo lighting system installation (1) \$ 5,500 each

Annual cost for maintenance of Logo Lighting System \$ 1,000

Annual cost for washing tank exterior steel & concrete surfaces \$ 2,500

Cost for washing tank interior steel surfaces one time w/in every 36 months \$ 1,200

Wak-Arort Tower - 50 MG Elevated Tank

Painting of Logo (1) \$ 4,500 each

LED Logo lighting system installation (2) \$ 3,000 each

Provide and install new LED aircraft beacon lighting (1) \$ 6,500 each

Annual cost for maintenance of Logo Lighting Systems \$ 2,000

Annual cost for washing tank exterior steel & concrete surfaces \$ 17,000

Cost for washing tank interior steel surfaces one time w/in every 36 months \$ 1,000

High Tower - .10 MG Elevated Tank

Lock attachment installation \$ 300
 Provide and install MDNR compliant freeze proof/insect proof roof vent \$ 2,944
 Annual cost for Washing exterior steel and concrete surfaces \$ 6,400
 Cost for washing tank interior steel surfaces one time w/in every 36 months \$ 1,000

Crosby - Well #3 - 30 MG Ground Storage
 Annual cost for Washing tank exterior steel & concrete surfaces \$ 4,200
 Cost for washing tank interior steel surfaces one time w/in every 36 months \$ 1,000

Pacific SI Tower - 1.0 MG Hydro-Pillar
 LED Logo lighting system installation (3) \$ 3,300 each
 Annual cost for maintenance of Logo Lighting Systems \$ 3,000
 Provide and install MDNR compliant freeze proof/insect proof roof vent \$ 2,944
 Repair Interior Painting System \$ 7,000
 Annual cost for washing tank exterior steel & concrete surfaces \$ 13,838
 Cost for washing tank interior steel surfaces one time w/in every 36 months \$ 1,000

ReoPlex Tower - Well #12 - 40 MG Elevated Tank
 Annual cost for washing tank exterior steel & concrete surfaces \$ 14,700
 Cost for washing tank interior steel surfaces one time w/in every 36 months \$ 1,000

Attachments:
 Missouri Division of Labor Standards Annual Wage Order No. 18.
 Logo/Logo lighting
 The above pricing information is hereby provided in accordance with the terms and conditions of this Request for Proposal.

SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual proposer, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the proposer or proposers; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a (check one):

- sole individual partnership joint venture
- corporation, incorporated under laws of State of Missouri

Respectfully submitted,
 Signed John F. Schaub Title Director of Pricing Date 4-25-2012

CONTACT PERSON:
 Printed Name Tara Steckman
 Email TSteckman@utilityservice.com Phone (314) 420-1491
 Address 525 Country Ridge Blvd. Perry, GA 31069



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A TIME EXTENSION AMENDMENT FOR AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON REGARDING FUNDING OF THE CITY'S PLANNED 2020 SEWER SYSTEM IMPROVEMENT PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: NOVEMBER 10, 2020

FINAL READING: NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- On June 1, 2020, the City of Branson entered into an agreement with the Taney County Commission to obtain a portion of the County's ½ cent Sewer Sales Tax to be used for Branson's planned 2020 sewer system improvement projects. This funding is provided for municipal projects within Taney County that meet capital improvement criteria as described in the County's Sewer Sales Tax Usage Guidelines.
- Due to the unforeseen circumstances of COVID-19 resulting in budget restrictions, the 2020 sewer improvement projects were paused for a period of time, or in some cases the start time was delayed until continued availability of County funding was confirmed.
- This amendment will allow time to fully complete all eligible sewer projects that the City is moving forward. The 2020 funding agreement was approved for an amount not to exceed \$1,000,000.00. Projects and costs under this funding agreement are as follows:

Upgrade Force Main Lift Station #17 – Engineering	\$ 66,245
Compton Drive WWTP Flood Protection – Engineering	\$456,145
Sewer Main Extension – Spring Creek North Subdivision – Engineering	\$ 31,038
Sewer Collection System – Pipe Lining and Manhole Sealing – Construction	\$182,392
Harmony Lane 8" Sewer Main Extension – Construction	\$197,430
Sewer Main Extension – Branson Hills, Aldi's Project – Construction	<u>\$ 66,000</u>
Total Cost	\$999,250

- Taney County has prepared an extension request for City approval and signatures. With final approval of the County Commission, the agreement termination date will be extended from December 31, 2020 to March 31, 2021.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: El-1.1

ATTACHED EXHIBITS:

**AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF BRANSON**

2020 CITY WASTEWATER SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Branson (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County and City entered into an Inter-Governmental Funding Agreement effective June 01, 2020, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of completing the items as outlined in the above referenced funding agreement by December 31, 2020.

WHEREAS, due to delays related to COVID-19 a portion of the aforementioned work will not be completed by December 31, 2020, and the City has requested additional time to complete the project.

WHEREAS, the County agrees to extend the agreement termination date of the above referenced funding agreement to March 31, 2021.

WHEREAS, THE PARTIES AGREE that all other aspects of the agreement for this project remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By _____
Mike Scofield, Presiding
Presiding Commissioner of Taney County

Date: _____

ATTEST: I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above agreement was executed by the Taney County Presiding Commissioner Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

By: _____
Donna Neeley, County Clerk

Date: _____

CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, when taken together with expected revenues from the sewer sales tax, each sufficient to meet the obligation incurred by this Agreement.

By: _____
David Clark
Taney County Auditor

Date: _____

City of BRANSON

By: _____
E. Edd Akers, Mayor

Date: _____

ATTEST: I, Lisa K Westfall, the City Clerk for the City of Branson, hereby attest that the above Agreement was executed by the Mayor of the City of Branson, pursuant to a duly passed motion of the Board of Aldermen approving this Agreement.

By: _____
Lisa K Westfall, City Clerk

Date: _____

APPROVED AS TO FORM:

By:
Chris Lebeck #51831, City Attorney

Date:

By:
Attorney for Taney County

Date:

**INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF BRANSON**

**BRANSON SANITARY SEWER INFRASTRUCTURE IMPROVEMENT
PROJECT FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as “County”) and the City of Branson (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the City is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to section 70.220 RSMo, the County and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County may enter into agreements for the purpose of making improvements to sewer systems within Taney County through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter “Sewer Sales Tax”); and

WHEREAS, the County shall oversee sewer sales tax funds which may be made available for use in areas of Taney County to finance capital improvements to their waste water infrastructure. It has been determined that the sanitary sewer infrastructure improvement project being undertaken by the City is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. The following planned 2020 fiscal year projects will be included under this funding agreement:

1. Upgrade Force Main Lift Station #17 (Engineering Phase)
2. Compton Drive WWTF Flood Protection (Subgrade & Preliminary Design Engineering Phase)
3. Spring Creek North Subdivision – Sewer Main Extension (Engineering)
4. Upgrades to Lift Station #21 Force Main (Engineering)

5. Upgrade Lift Station #46 (Construction)
6. Sewer Collection System – Pipe Lining & Manhole Sealing (Construction)
7. Harmony Lane 8” Sewer Main Extension (Construction)
8. Sewer Main Extension – Branson Hills, Aldi’s Project (Construction)

NOW, THEREFORE, the County and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

I. Scope of Agreement

A. The County Agrees:

1. To provide funding for the Branson Sanitary Sewer Infrastructure Improvement Project (hereinafter “the Project”) up to **\$1,000,000.00**. No additional Sewer Sales Tax funds above that stated in this agreement will be allocated to the project without prior written approval from the County Commission prior to any additional work being performed.
2. Unless an invoice requires immediate payment under the terms of the Project contract or due to an emergency, the County will pay the City, by the fifteenth of each month, for all invoices received and remaining unpaid on the Project since the County’s last monthly payment, which have been approved by the City’s Engineer. The invoices must be presented to the County Commission, for its approval, at least fourteen days prior to payment. All invoices must meet all applicable laws, regulations and requirements before the County is obligated to issue payment.
3. That the Taney County Environmental Services Project Coordinator will review the final Project plan with the City and verify for the County Commission that this Project meets the criteria necessary to be funded through the Sewer Sales Tax. The Taney County Environmental Services Project Coordinator will review engineering reports submitted by the Project Engineer, and approved by the City Engineer, to ensure the Project is satisfactorily completed.
4. That the Taney County Environmental Services Project Coordinator will review written progress reports submitted by the Project Engineer, and approved by the City Engineer, on a monthly basis.

5. That the Taney County Environmental Services Project Coordinator will review all Project invoices and provide timely written approval to be submitted to the County Commission confirming that the work has been completed.
6. That the Taney County Environmental Services Project Coordinator will advise the County Commission in writing if additional Sewer Sales Tax funds will be needed to complete the Project, and, if so, shall assist the City in requesting from the County Commission a written order, on the record, approving the additional Sewer Sales Tax funds required to complete the Project.

B. The City Agrees:

1. Upon receipt of the County's written approval of the Project, the City shall proceed with the steps necessary to oversee and complete the Project.
2. To provide the Taney County Environmental Services Project Coordinator and the Commission with written monthly reports to ensure the Project is being satisfactorily completed.
3. To advise the Taney County Environmental Services Project Coordinator and the Commission in writing if additional Sewer Sales Tax funds will be needed to complete the Project. City shall obtain the County Commission's written order, on the record, prior to any work being performed which requires additional compensation to be paid in excess of the funds recited in Section I (A).
4. To inform the Contractor in its initial contract, that no additional money above the amount stated in Section 1 (A), above, will be allocated to the Project without prior written approval from the County Commission prior to any additional work being performed for which payment of additional money is requested.
5. Submit invoices generated by the Project to the Taney County Environmental Services Project Coordinator for submission to the Commission.

II. Term

This Agreement shall become effective upon execution by the parties, the passage of any ordinances and/or resolutions as may be required to approve of this Agreement shall be the responsibility of each party and shall be adopted in advance of executing the Agreement. This Agreement shall remain in full force and effect

until the Project is complete, but no later than **December 31, 2020**, unless terminated earlier in accordance with the terms hereof. In the event of delay resulting from interrupting weather conditions, strikes, material shortages or supply delays, or other unforeseen acts or conditions uncontrollable by any of the parties, the City shall communicate such in writing to the County with supporting documents so that the County may review the circumstances of the delay and approve an extension of the deadline for the Project.

III. Termination

If the City believes that the Project contemplated in this Agreement should not go forward because the Project is no longer feasible, the City may request that the Agreement be mutually terminated; which mutual termination request shall be in writing and shall not be unreasonably withheld by the County. Further, any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued or incurred prior to such termination. However, failure of the City to fulfill its obligations under this Agreement in a satisfactory manner shall constitute a breach of contract and the County shall have the right to terminate the agreement after giving the City 30 days written notice of any breach in the City's fulfillment of the requirements outlined in the Agreement. In the event that the recognized deficiency has not been cured within said 30 day period, this Agreement shall be terminated unless additional time is mutually agreed upon, in writing, to cure said breach. In the event this Agreement is terminated by failure of the City to perform its obligations under this Agreement, the City shall return all money or proceeds to the Sewer Tax Account which were expended on the Project but which did not benefit or improve the City's sewer system, and therefore, do not comply with the capital improvement requirement for expenditure of the Sewer Sales Tax funds.

IV. Amendment

Amendments to this Agreement may be proposed by either party upon written notice to the other party. However, such amendments shall become effective only upon execution by both parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To County:

Mike Scofield, Presiding
Commissioner
Taney County, Missouri
P.O. Box 1086
Forsyth, Missouri

John Souttee, Project Manager
Taney County Environmental
Services
P.O. Box 944
Forsyth, MO 65653

With copy to:

Shanna Tilley
Commissioners Assistant
P.O. Box 1086
Forsyth, MO 65653

To City:

Lisa K Westfall, City Clerk
City of Branson
110 West Maddux
Branson, MO 65616

VI. Allocation of Liability

The County and City agree that each party will assume its own liability for all claims, judgments, causes of action, damages, and expenses of whatsoever nature incident to, or resulting from, each entity's individual activities or required performance of the terms of this Agreement or liability, damages and expenses arising out of performance of the obligations stated in this Agreement or the sewer improvement Project.

VII. Attorney Fees

In the event of any lawsuit or legal action to enforce or interpret any provision of this Agreement, the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the lawsuit, legal action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is ultimately and finally decided, with no further appeal.

VIII. Indemnity/ Liability Insurance

Without limiting any other obligations under this Agreement, the City shall secure and maintain at its own individual cost, throughout the duration of this Agreement, liability insurance of such type and in such amounts as may be

necessary to protect them and the interests of the County against all risks of loss and liability which may arise out of the City's performance of this Agreement, or the project to be funded by this Agreement, including but not limited to general liability coverage, wrongful termination, employee rights under federal or state statutes, or Missouri common law.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's, the City's rights or defenses with regard to each entities' applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

In the event that any lawsuit based upon a claim, action, loss, cost, expense or damage arising out of the project contemplated in this Agreement is filed against the County based on the City's actions, the City shall defend and indemnify the County, its elected officials and employees at its sole cost and expense; provided that the County retains the right to participate in such suit, at its expense. If any question or interpretation of law is involved, the County may, at its expense, participate in and prosecute or defend such action. If final judgment be rendered against the County or its officers, agents or employees, finding them liable for the sole and direct actions of the City, then the City shall satisfy the same in full.

However, in the event that said lawsuit is filed based upon the County's actions, the County shall defend and indemnify the City, its elected officials, and employees at its cost. Also, if any question or interpretation of law is involved, the City may, at its expense, participate in and prosecute or defend such action. If final judgment be rendered against the City or its officers, agents, or employees, finding them liable for the sole and direct actions of the County, then the County shall satisfy the same in full.

This Project is not a joint venture or undertaking and the County shall not be responsible for the City as agents of the County, nor shall the City be responsible for the County's actions.

IX. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is it the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon the parties except as herein provided or as amended by unanimous written agreement.

- B. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County and City respectively to enter into this agreement, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- C. No transfer or assignment of this Agreement, or any part hereof or interest herein, shall be made unless all of the parties unanimously approve such transfer or assignment in writing.
- D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By: Mike Scofield
Mike Scofield, Presiding
Commissioner of Taney County

Date: 6/01/2020

ATTEST: I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above agreement was executed by the Taney County Presiding Commissioner Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

By: Donna Neeley
Donna Neeley, County Clerk

Date: 6/1/2020

CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, when taken together with expected revenues from the sewer sales tax, each sufficient to meet the obligation incurred by this Agreement for the Branson Sanitary Sewer Infrastructure Improvement Project.

By: David Clark
David Clark
Taney County Auditor

Date: 6/1/2020

City of Branson

By: E Edd Akers
E. Edd Akers, Mayor

Date: 5/26/20

ATTEST:

By: Lisa K Westfall
Lisa K Westfall, City Clerk

Date: 5/26/20



APPROVED AS TO FORM:

By: OLL #51831
Chris Lebeck #51831, City Attorney

Date: 2/4/20

By: [Signature]
Attorney for County Commission

Date: 1/27/20



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON PERTAINING TO THE USE OF THE TANEY COUNTY FIREARMS RANGE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: NOVEMBER 10, 2020

FINAL READING: NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- This Intergovernmental Cooperative Agreement was first approved in 2018 and requires renewal from both parties.
- This Intergovernmental Cooperative Agreement between the Police Department and the Taney County is to continue to utilize the Firearms Range, located at 255 Critter Trail, Hollister, Missouri, for conducting approved firearms training and certification for Police Department personnel.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: G-2 – Action 2.1.1 Continue to work with Taney County and other jurisdictions to revise intergovernmental agreements as needed.

ATTACHED EXHIBITS:

BILL NO. 5920

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON PERTAINING TO USE OF THE TANEY COUNTY FIREARMS RANGE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson enters into an Intergovernmental Agreement with Taney County for the use of the Firearms Range, located at 255 Critter Trail, Hollister, Missouri; and

WHEREAS, this Intergovernmental Agreement will allow the Branson Police Department to conduct required firearms training and certification; 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 Taney County for Intergovernmental Cooperative Agreement for the use of a Firearms Range in the amount not to exceed \$0.00 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 _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CLL #51831 11/4/20

Chris Lebeck #51831
City Attorney

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of November, 2020 ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Branson, Missouri ("City").

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, the County owns and operates a shooting range, located at 255 Critter Trail, Hollister, Missouri ("Range"), for the use of performing training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the City desires to utilize the Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the County and City desire to set forth the terms and conditions of the use of the Range by City; and

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

1. Use of Range. County agrees to permit use of the Range by the City, and its Commissioned Law Enforcement Officers, subject to the terms and conditions of this Agreement, for the purposes of performing training exercises, and firearms practice and qualifications, and for no other purposes without the express written consent of County, which consent may be withheld in the sole discretion of County. City acknowledges that other local and state government entities utilize the Range pursuant to other Intergovernmental Cooperative Agreements, and the use of the Range is subject to availability and scheduling the use of the Range based on the parties to this Agreement as well as the parties to the other Intergovernmental Cooperative Agreements relating to use of the Range. The City acknowledges and agrees that this Agreement does not constitute a license for the exclusive use of any portion of the Range by City, or its officers, agents, or employees. City acknowledges and agrees that this Agreement does not constitute a lease or other interest in the real property on which the Range is located, and that by the use or occupancy of the Range, neither the City, nor its officers, agents, or employees have acquired and will not acquire any rights or interest in or to the Range, nor shall the City obtain any right or claim to the continued use of the Range beyond that specifically provided for in this Agreement.

2. Term. The term of this Agreement shall be from the effective date set forth above and shall run for a period of one (1) year. The term of this Agreement may be extended by the parties, at the option of the parties, for additional periods of one (1) year.

3. Obligations of the City.

a. The City must have a certified firearms/range instructor (“Range Officer”) present at all times during training exercises, firearms practice, and qualifications while on the premises of the Range. The Range Officer shall be designated by the City, and shall have appropriate training and certifications, and who shall be responsible for the oversight and control the proper use of the Range, including any and all training exercises, firearms practice and qualifications. The commands and instructions of the Range Officer shall be obeyed at all times in accordance with the terms and conditions of this Agreement and the Range Officer shall be responsible for immediate removal of any City officer, agent, or employee from the premise of the Range in the event of non-compliance or violations of the terms of this Agreement, or the direction of the Range Officer. The County reserves the right to prohibit or remove any individual from using or accessing the premises of the Range for violations or breaches of the terms of this Agreement at any time, in its sole and absolute discretion.

b. During any periods the City is utilizing the Range and/or is present on the premises of the Range, the City and its designated Range Officer shall be responsible for oversight and enforcement of the requirements of this Agreement.

c. The City may permit only Commissioned Law Enforcement Officers to utilize the Range, and shall be obligated to require any unauthorized persons to immediately leave the premises of the Range.

d. The City shall immediately report any and all damage to property, injury to persons, or violations of the terms of this Agreement to the County while on or about the premises of the Range.

4. Days and Hours of Operation. The City shall be permitted to utilize the Range during the days and times permitted, subject to availability and scheduling the use of the Range, as follows:

a. The City may only utilize the Range during the hours of operation from 8:00 a.m. to 8:00 p.m., Monday through Saturday. The City may not utilize the Range on Sundays.

b. Use of the Range on Saturdays shall be limited to required qualifications by law enforcement officers and shall not be utilized for practice.

c. The Range shall be closed on New Year’s Day, July 4, Thanksgiving Day, and Christmas Day.

5. Range Rules. While on the premises of the Range, the City, and its officers, agents, and employees, shall be obligated to monitor, supervise and enforce the following range rules:

- a. All federal, state, and local firearm laws must be obeyed.
- b. Any person handling a firearm in an unsafe, careless, or reckless manner, in the judgment and discretion of the Range Officer, will be required to immediately leave the premises of the Range.
- c. All persons must wear approved eye and ear protection while on the Range.
- d. The discharge of firearms at the Range may only be made to the north. Any person discharging a firearm at lights, baffles, buildings, or any other range property or equipment shall be removed from the Range immediately and expelled from future use, and such conduct shall be reported immediately to the County.
- e. The use of automatic firearms is prohibited, however, the use of select-fire, three round burst is permitted.
- f. City law enforcement officers shall be responsible for the safe functioning and operation of firearms at all times while on the premises of the Range, including the selection and use of particular firearms, and the selection and use of ammunition.
- g. Only targets authorized by the Range Officer shall be permitted. However, in any event, the use of explosive targets is prohibited.
- h. The use of the "high ready" position with the firearm barrel pointed up is prohibited, due to the possibility of accidental or inadvertent discharges over or beyond the Range backstop.
- i. All firearms and ammunition are subject to inspection by the Range Officer.
- j. The use or possession of alcohol or controlled substances is prohibited on the premises of the Range, including being under the influence of alcohol or controlled substances.

6. Insurance. City agrees to obtain and maintain public and general liability or a combination of general liability and excess liability insurance coverage which names Taney County, Missouri, the County Commission, and their officers and employees as additional insureds (collectively "County"), subject to and without waiving County's sovereign, governmental and official immunity. Such policy or policies shall provide coverage of at least one million dollars (\$1,000,000) per person and two million dollars (\$2,000,000) in the aggregate, and shall be written by a company authorized to do business in the State of Missouri and reasonably approved by the County. The certificate or other proof of insurance provided to County shall state unconditionally that County will be provided at least thirty (30) days written notice of any cancellation, termination, or expiration of such insurance coverage. Failure to provide a certificate of insurance evidencing such coverage at least thirty (30) days prior to the

Event shall constitute a material breach of the Agreement and may result in immediate termination of this Agreement by the County.

7. Damage and Injury to Property or Persons. During any periods for which City, its officers, agents, or employees are utilizing or on the premises of the Range, to the fullest extent permitted by law, and without waiving the sovereign or official immunity of the City, or its officers, agents, or employees, respectively, City shall be responsible for, and shall indemnify and hold harmless the County, and its officers, agents, and employees, from and against any and all claims, liabilities, damages, losses, injury, death, costs, and expenses, including, but not limited to amounts paid in satisfaction of judgments, compromises, and settlements, fines, penalties, reasonable attorneys' fees and costs, and expenses of investigating or defending against any claim or alleged claim of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by County and that arise out of any act, omission or violation by City, or its officers, agents, or employees who use the Range, or anyone acting under City's direction or control or on City's behalf, during, in connection with, or incident to or arising out of the performance of this Agreement or any of the activities in connection therewith. The provisions of this paragraph shall survive the expiration or termination of this Agreement. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be unenforceable and void only to the minimum extent necessary so that the remaining terms of this provision shall be enforceable.

8. Enforcement of Terms of Agreement. Any delay or failure by County, its officers, agents, and employees to require performance, or failure to insist upon strict compliance with any of the terms, covenants, conditions or provisions of this Agreement shall not constitute or be deemed a waiver of such term, covenant, conditions or provision, nor shall any waiver or relinquishment of any right or authority hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

9. Compliance with Law. This Agreement shall be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. In the event of any changes in the law, ordinances, codes or regulations applicable to this Agreement, the parties shall use all reasonable efforts, to the extent required, to revise this Agreement to conform and comply with such changes. The City shall be liable and solely responsible for paying for all damages, fines, costs, and expenses caused by the violation of any applicable federal, state, and local laws, ordinances, codes, regulations and guidelines.

10. Partnership; Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership, agency or joint venture relationship between the County and City, or to authorize the parties to act as a general or special agent of the other party in any respect.

11. Assignment. This Agreement may not be assigned by either party without written consent by the other party. The parties do not intend to confer and this Agreement shall not be construed or deemed to confer any rights or benefits to any person or entity other than the parties to this Agreement.

12. Termination. The County may terminate this Agreement for cause at any time due to a material breach of any term or condition of this Agreement or if appropriations are not made available and budgeted for any calendar year with respect to the subject matter of this Agreement. Either party may terminate this Agreement at any time, without cause, during the term, by providing thirty (30) days advance written notice of termination.

13. Notices. All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the addresses set forth below or at such other address as either party shall designate by written notice to the other:

If to County: 132 David St.
Forsyth, MO
65653

If to City: _____

14. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

15. Amendments. This Agreement may not be amended, altered, or modified except by an instrument in writing duly executed by the parties hereto.

16. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions, or any other similar cause beyond the reasonable control of either party.

17. Severability. If any provision of this Agreement or any application thereof is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not be affected or impaired.

18. Section Headings. Section headings are for convenience only and shall have no legal effect or significance.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specifications or contractual agreement.

20. Governing Law; Venue. This Agreement shall be governed by the laws of the state of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims

regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

21. Authority. The parties represent and warranty that all actions necessary in order to create a legal, valid, and binding agreement between the parties have been taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representative officers or officials.

THE CITY OF BRANSON

TANEY COUNTY, MISSOURI

By: _____
MAYOR

Mike Scofield
By: MIKE SCOFIELD
PRESIDING COMMISSIONER

ATTEST:

ATTEST:

CITY CLERK

Donna Neeley
DONNA NEELEY
TANEY COUNTY CLERK

APPROVED AS TO FORM:

Clara # 5131 10/21/22

City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH RADIOPHONE ENGINEERING, INC. TO PROVIDE COMMUNICATION SERVICES AND REPAIRS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- In 2018, the City of Branson released RFB 2471-03 which was a request for proposal for normal repair and installation of mobile and fixed communications equipment. In addition to technical support, preventative maintenance and/or emergency repairs for existing and future communications equipment.
- An ordinance accepting the bid of Radiophone Engineering Inc. was approved by the Board of Alderman on February 26, 2019, and was renewed again in 2020.
- This is the second renewal of this contract that would cover January 1, 2021 to December 31, 2021.
- The total amount of the contract is estimated to be \$15,000.00 for all departments that use this contract.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C-1 Public Safety.

ATTACHED EXHIBITS:

BILL NO. 5921

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH
RADIOPHONE ENGINEERING, INC. TO PROVIDE COMMUNICATION SERVICES
AND REPAIRS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

WHEREAS, the City of Branson wishes to renew a contract with Radiophone Engineering Inc. to provide communication services and repair; and

WHEREAS, the contract was executed for a term of one year, with the City’s option to renew the contract for the following two subsequent years (2020 and 2021); and

WHEREAS, the City now desires to renew the contract with Radiophone Engineering Inc. for the 2nd Renewal Period from January 1, 2021 through December 31, 2021.; and

**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 Radiophone Engineering Inc. to provide communication services and repairs in the amount not to exceed \$15,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit “A”.

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

Read, this first time on this ____ day of _____, 2020.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831 11/4/20
Chris Lebeck #51831
City Attorney

**NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT**

THIS RENEWAL made and entered into this 7th day of October, 2020, by and between the City of Branson, Missouri (the "City") and **Radiophone Engineering, 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 **Fifteen Thousand Dollars (\$15,000.00)**, 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: John George 10-7-20
(Signature) Date

Name: John George
(Printed Name)

Title: President

Company Name: Radiophone

Address: 534 W. Walnut St.
SPfld., Mo 65806

Phone: 417 862 6653

E-Mail: john@radiophone.com

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

Chris Lebeck #51831 8/4/20
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2019-0128

SERVICES CONTRACT

THIS CONTRACT made and entered into this 26th day of March, 2019, by and between the City of Branson, Missouri (the "City") and Radiophone Engineering, 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 the execution date of this contract to a date ending December 31, 2019, with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The**

contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.

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

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Fifteen Thousand Dollars (\$15,000.00)**, 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: *John George* 2-14-19
(Signature) Date
Name: John George
(Printed Name)

Karen Best 3/26/2019
Karen Best Date
Mayor

Title: President
Company Name: Radiophone
Address: 534 W. Walnut
Springfield, MO 65806
Phone: 417 862 6653
E-Mail: john@radiophonewireless.com
Tax ID: 45 0972492

ATTEST:
Lisa K Westfall
Lisa K Westfall
City Clerk



APPROVED AS TO FORM:
Chris Lebeck #51831
Chris Lebeck #51831
Associate City Attorney

Radiophone Engineering
534 W. Walnut
Springfield, MO 65806

SCOPE OF WORK

1. Purpose: Radiophone Engineering agrees to provide normal repair and installation of mobile and fixed equipment for the period beginning from January 1, 2019 through December 31, 2019. In addition to technical support, preventative maintenance and/or emergency repair for existing and future communications equipment in accordance with the following general requirements.

General Requirements:

2. Invoicing: The City agrees to pay Radiophone Engineering 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 Radiophone Engineering and subject to approval by the requesting department that Radiophone Engineering fully performed the work satisfactorily.
3. Subcontracting: Radiophone Engineering must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Radiophone Engineering must submit a list of subcontractors to the City for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

PRICING PAGE

Radiophone Engineering provided pricing information as specified below to provide normal repair and installation of mobile communications equipment, in addition to technical support, preventative maintenance and/or emergency repair for existing and future communications equipment in accordance with the terms and conditions of the contract.

- | | | |
|-----|--|--|
| 1. | Normal trip charge to Branson | \$ 40.00 per
person each direction |
| 2. | After-hours and holiday trip charge to Branson | \$ 60.00 per
person each direction |
| 3. | What is the cost of radio pick-up and delivery service | \$ 7.00 first
radio, \$3.00 each additional |
| 4. | Shipping costs | \$ cost + 10% |
| 5. | Normal hourly rate for troubleshooting and repair of hand held and mobile radios, Zetron consoles and common control equipment, repeaters, antenna systems, RF links, grounding systems | \$ 70.00 |
| 6. | After-hours and holiday hourly rate for troubleshooting and repair of hand held and mobile radios, Zetron consoles and common control equipment, repeaters, antenna systems, RF links, grounding systems | \$ 105.00 |
| 7. | Normal hourly rate for installation of fixed communications equipment | \$ 80.00 |
| 8. | After-hours and holiday hourly rate for installation of fixed communications equipment | \$ 120.00 |
| 9. | Per radio charge for programming a mobile radio | \$ 17.50 |
| | codeplug development is not included in per unit price | |
| 10. | Per unit charge for programming communications equipment | \$ 21.00 |
| | codeplug development is not included in per unit price | |
| 11. | Per radio charge for programming a portable radio | \$ 17.50 |
| | codeplug development is not included in per unit price | |
| 12. | MSRP less 15% | |
| 14. | Tower climbing costs? | \$ quoted per
project |
| 15. | What would the cost be for use of VHF fixed loaner equipment, such as repeaters, duplexers, antennas and amplifiers that could be used to support the fixed equipment of the City of Branson? | \$ 1 st mo. free |
| 16. | What would the cost be for use of UHF fixed loaner equipment, | \$ 1 st mo. free |

such as repeaters, duplexers, antennas and amplifiers that could be used to support the fixed equipment of the City of Branson?

- | | | |
|-----|--|----------------------|
| 17. | Computer generated propagation study of existing fixed equipment | \$ 80.00 |
| | | per channel per site |
| 18. | Per map cost of future computer generated propagation studies | \$ 80.00 |
| | | per channel per site |
| 19. | Licensing assistance services | \$ 110.00 |
| | per form 601 other licensing services billed @ \$70.00 per hour | |

Public Works-Related Installation Tasks

- | | | |
|-----|--|-----------|
| 20. | Installation of mobile radios in passenger vehicles and light trucks | \$ 120.00 |
| 21. | Removal of mobile radios in passenger vehicles and light trucks | \$ 30.00 |
| 22. | Installation of mobile radios in heavy-duty trucks | \$ 190.00 |
| 23. | Removal of mobile radios in heavy-duty trucks | \$ 30.00 |
| 24. | Installation of mobile radios in rubber tired heavy equipment | \$ 190.00 |
| 25. | Removal of mobile radios in rubber tired heavy equipment | \$ 30.00 |

Police and Fire Department Vehicle-Related installation tasks

- | | | |
|-----|--|-----------------|
| 26. | Mobile Radio-Console mount, install only | \$ 120.00 |
| 27. | Mobile Radio-Console mount, remove only | \$ 33.00 |
| 28. | Mobile Radio-Dual Head mount, install only | \$ 180.00 |
| 29. | Mobile Radio-Dual Head mount, remove only | \$ 100.00 |
| | includes removal of control head cable | |
| 30. | Motorola SR600 video camera, install only | \$ 150.00 |
| 31. | Motorola SR600 video camera, remove only | \$30.00 |
| 32. | Annual preventive maintenance of transmit sites (checked by factory certified technicians) test antennas and coax cable, test and align receiver multi-coupler, test and align duplexer, test and inspect power amplifier. | \$ 1,360.00 |
| 33. | Annual preventive maintenance of Motorola repeaters (checked by factory certified technicians) and check battery backup (if equipped). | \$included in32 |
| 34. | Annual preventive maintenance or receiver site(s) (checked by factory certified technicians) test antennas and coax cable, test and align receiver multi-coupler. | \$ 2,550.00 |
| 35. | Annual preventive maintenance or Motorola receiver radios (checked by factory certified technicians) and check battery backup (if equipped). | \$included in34 |



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE ALCOHOL AND DRUG ABUSE PREVENTION TEAM (ADAPT), BRANSON PUBLIC SCHOOLS, AND THE BRANSON POLICE DEPARTMENT PERTAINING TO ALCOHOL COMPLIANCE CHECKS AT BUSINESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- The MOU provides funding for the Branson Police Department to conduct alcohol compliance checks at Branson businesses in conjunction with the Alcohol and Drug Abuse Prevention Team (ADAPT) Branson Public Schools.
- This agreement will expire September 5th, 2021.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C-1 Public Safety: Branson is committed to the overall public safety of its residents and visitors.

ATTACHED EXHIBITS:

BILL NO. 5922

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE ALCOHOL AND DRUG ABUSE PREVENTION TEAM (ADAPT), BRANSON PUBLIC SCHOOLS AND BRANSON POLICE DEPARTMENT PERTAINING TO ALCOHOL COMPLIANCE CHECKS AT BUSINESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Branson wishes to enter an Intergovernmental Cooperative Agreement with the Alcohol and Drug Abuse Prevention Team (ADAPT) Branson Public Schools to provide funding for officers to conduct alcohol compliance checks at Branson businesses; and

WHEREAS, the Intergovernmental Cooperative Agreement between the Alcohol and Drug Abuse Prevention Team (ADAPT) Branson Public Schools and the City of Branson has been recommended for approval by staff; and

WHEREAS, the Board of Aldermen desires to enter into the agreement.

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

Section 1: The Board of Aldermen hereby accepts the proposed Intergovernmental Cooperative Agreement with the Alcohol and Drug Abuse Prevention Team (ADAPT) Branson Public Schools and authorizes the Mayor to execute the Intergovernmental Cooperative Agreement 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 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 11/4/20

Chris Lebeck #51831
City Attorney

ADAPT

Alcohol & Drug Abuse **Prevention** Team

Memorandum of Understanding

This memorandum of understanding between the City of Branson and Branson Public Schools (BPS) is entered into for the purpose of identifying the responsibilities of the Branson Police Department (BPD) in the implementation and execution of underage and binge drinking prevention efforts, in collaboration with the Alcohol and Drug Abuse Prevention Team (ADAPT), a coalition under fiscal management by Branson Public Schools. As a partner in ADAPT, BPD agrees to actively participate in a comprehensive, multi-strategy process designed to better integrate and coordinate local, state, and federal resources designed to reduce underage and binge drinking throughout Branson. BPD assumes responsibility for fulfilling these specific functions:

1. Conduct compliance checks throughout Branson, MO.
2. Participate in regular meetings of ADAPT as appropriate.
3. Maintain regular communication with BPS staff, ADAPT and community partners as needed throughout all phases of the prevention efforts.
4. Appropriately report all acts of underage drinking and other alcohol violations through the proper channels to ADAPT, ensuring maintenance of a coordinated, comprehensive evaluation.
5. Work with ADAPT and other community-based programs to promote activities and ensure coordination of strategies designed to decrease underage and binge drinking, including planning for additional compliance efforts.
6. BPS, through dedicated funding, will provide the BPD with \$6,000 to be utilized in overtime alcohol enforcement between October 1, 2020 - September 5, 2021. Invoices will be submitted to BPS after each compliance check, with final invoices for work completed submitted no later than September 5, 2021.

 Authorized Signature for
 Branson Police Department

Mayer

Title

 Date



 Authorized Signature for Branson Public Schools

Assistant Superintendent

Title

 Date

October 7th, 2020

APPROVED AS TO FORM:

CLH #518) 10/15/20

City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF BRANSON AND THE TANEY COUNTY AIRPORT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ADMINISTRATION

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- The original Taney County Airport Reimbursement Agreement was for a term of five years passed by Ordinance No. 2006-075.
- In 2010 a second agreement was signed for an additional five years of reimbursements not to exceed \$10,000 per year for a total not to exceed \$50,000 during the term of the agreement.
- In 2015 a third agreement was signed for an additional five years of reimbursements not to exceed \$10,000 per year for a total not to exceed \$50,000 during the term of the agreement.
- This bill will approve an additional five years of reimbursements not to exceed \$10,000 per year for a total of \$50,000 during the term of the agreement.

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: Branson will build a strong community by encouraging the formation of a centralized, collaborative organization to help children, families and neighborhoods.

ATTACHED EXHIBITS:

BILL NO. 5923

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF BRANSON AND THE TANEY COUNTY AIRPORT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS in 2006 an agreement was approved by Ordinance No. 2006-075 authorizing reimbursements for qualified expenses to the airport; and

WHEREAS, the term of the previous agreement has expired, and the Board wishes to enter into another reimbursement agreement for a term of five years;

WHEREAS, the Board of Aldermen desires to approve the agreement.

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

Section 1: The Board of Aldermen hereby approves a reimbursement agreement with the Taney County Airport in the amount of \$10,000 per year for a total amount not to exceed \$50,000 and authorizes the Mayor to execute the agreement 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.

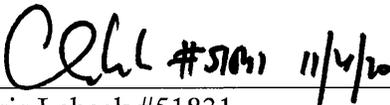
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

**INTERGOVERNMENTAL AGREEMENT RELATED TO REIMBURSEMENT
PAYMENTS FOR CERTAIN QUALIFIED EXPENSES FOR THE TANEY COUNTY
GENERAL AVIATION AIRPORT**

THIS CONTRACT, entered into by and between TANEY COUNTY, MISSOURI, a body politic and corporate, (hereinafter referred to as "County, or County Commission,") and THE CITY OF BRANSON, MISSOURI, a fourth class city in Taney County, State of Missouri, (hereinafter referred to as "Branson").

WITNESSETH:

WHEREAS, on May 8, 2006 the Branson Board of Aldermen approved a five year agreement showing their support for the continued operation of the M. Graham Clark Airport, a general aviation airport, owned and operated by Taney County and in 2010 approved another five year continuation of that contract and in 2015 approved another five year contract; and

WHEREAS, the Branson Board of Aldermen desires to continue their agreement with Taney County.

NOW THEREFORE, in consideration of the above premises and the mutual covenants and promises of the parties hereto, the parties do hereby agree as follows:

1. **QUALIFIED EXPENSES.** This contract authorizes payment of certain expenses incurred by the Taney County Airport. Qualified expenses suitable for reimbursement under the terms of this agreement are as follows:

Acquisition or improvement of a fixed asset with a useful life of five (5) years or greater.

2. **REIMBURSEMENT PROCEDURE.** Qualified Expenses for which Airport wishes to be reimbursed must be submitted to the Office of the Branson City Administrator. A reimbursable submission shall include documentation in the form of bills, invoices, or other documents demonstrating that the expenses submitted by the Airport are Qualified Expenses. As expenses are submitted for consideration those which are approved as a Qualified Expense will be reimbursed to the Airport within thirty (30) days of all conditions herein stated being met.

3. **TOTAL AMOUNT AVAILABLE FOR REIMBURSEMENT.** Branson shall reimburse the Airport for Qualified Expenses up to, but not to exceed \$10,000.00 per year for a period up to, but not to exceed 5 years. It is agreed and understood by the parties hereto that in no event will Branson reimburse more than a total of \$50,000.00 of Qualified Expenses during the term of this Agreement. The reimbursement of Qualified Expenses is subject to the annual appropriations of the City of Branson and the availability of such funds for reimbursement hereunder.

4. **RELATIONSHIP OF THE PARTIES.** This agreement does not create a joint venture, partnership or any other relationship between the parties. It is the express purpose of this

agreement to memorialize a limited payment from Branson for services provided to the Airport for costs subject to the terms and conditions hereof.

5. INDEMNITY. The County Commission agrees to fully indemnify and hold harmless Branson for any claims, suits, legal actions or other liability arising from the performance of this agreement by Branson, including, but not limited to, the payment of any settlements, judgments, attorney fees and costs.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

7. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. CONSENT. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

9. TERM. This Agreement will be for five (5), one-year funding periods. Each funding period will be based on a calendar year starting January 1st of each year. The first funding period will begin January 1, 2021 and payment will be in arrears in accordance with the REIMBURSEMENT PROCEDURES as outlined in this agreement. In no way will the term of this agreement exceed the TOTAL AMOUNT AVAILABLE FOR REIMBURSEMENT as outlined in this agreement. In the event that the County Commission ceases to own or operate the Airport, this Agreement shall automatically terminate.

10. NOTICE. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

CITY:
CITY OF BRANSON
Attn: Contract Management
110 W. Maddux St. Ste. 205
Branson, MO 65616

COUNTY COMMISSION:
TANEY COUNTY
Attn: Taney County Commission
PO Box 1086
Forsyth, MO 65653

13. VENUE. The parties agree that venue of any claims, disputes, causes of action, and suits concerning or arising out of the terms, conditions, provisions, obligations, requirements or duties of either party under this Agreement shall be the Circuit Court of Taney County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

Executed by the City of Branson this _____ day of _____, 2020.

Executed by Taney County this 28 day of September, 2020.

THE CITY OF BRANSON, MISSOURI

THE COUNTY OF TANEY

E. Edd Akers
Mayor

Date

Mike Scofield
Mike Scofield
Presiding Commissioner

09/28/2020
Date

ATTEST:

Lisa K Westfall
City Clerk

Date

Sheila Wyatt
Sheila Wyatt
Eastern District Commissioner

9/28/2020
Date

APPROVED AS TO FORM

Brandon Williams
Brandon Williams
Western District Commissioner

9-28-2020
Date

Chris Lebeck #51831
Chris Lebeck #51831
City Attorney

8/24/20
Date

ATTEST:

Donna Neeley
Donna Neeley
Taney County Clerk

9/30/2020
Date

APPROVED AS TO FORM:

Taney County Counselor

Date



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF UNIFIRST CORPORATION PERTAINING TO THE RENTAL OF UNIFORMS AND SHOP TOWELS FOR THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

INITIATED BY: PUBLIC WORKS/ENGINEERING

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- Four bids were received on October 18, 2020 for the rental of uniforms and shop towels for the Utilities, Parks, Public Works and Engineering departments.
- AmeriPride and CINTAS cannot provide all items and after thorough review and estimation of amount of uniforms needed for each employee, the lowest overall bid for this service was submitted by UniFirst Corporation.

Unifirst	AmeriPride	Clean Uniform	CINTAS
\$ 17,681.76	\$ 18,965.84	\$ 21,500.89	\$ 32,116.32

- Staff recommends the Services Contract with Unifirst Corporation for the rental of uniforms and shop towels for the departments aforementioned for FY2021 in the not to exceed amount of \$21,000.
- The bid included an option to renew two additional times. Review and approval by the Board of Aldermen is required prior to entering into a renewal of the contract.
- Funds are available in the projected FY2021 Utilities, Parks, Public Works and Engineering departmental budgets to cover this expense.

FINANCIAL IMPACT:

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

COMMUNITY PLAN 2030: Governance

ATTACHED EXHIBITS:

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

BILL NO. 5924

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF UNIFIRST CORPORATION PERTAINING TO THE RENTAL OF UNIFORMS AND SHOP TOWELS FOR THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson accepted the proposal of UniFirst Corporation for the rental of uniforms and shop towels for the City’s Public Works, Engineering, Parks and Utilities Departments; and

WHEREAS, of the proposals received, Unifirst Corporation has been recommended for approval by staff; and

WHEREAS, the Board of Alderman desires to award the contract.

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

Section 1: The Board of Aldermen hereby accepts the proposal of UniFirst Corporation for the rental of uniforms and shop towels for the Utilities, Parks, Public Works and Engineering Departments for a total amount not to exceed \$21,000.00 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 the City of Branson, Missouri this ____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney

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 UniFirst 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, 2021 to a date ending December 31, 2021, with the option to renew the contract for up to two (2) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that 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.

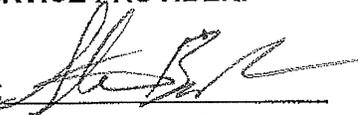
22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions 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:  10/27/20
(Signature) Date

E. Edd Akers Date
Mayor

Name: Steven Balocca
(Printed Name)

ATTEST:

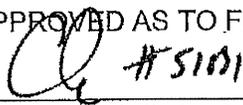
Title: General Manager.

Lisa K Westfall Date
City Clerk

Company Name: UniFirst Corporation.

Address: 2244 N. Bolivar Rd.
Springfield, Mo 65803.

Phone: 417-865-1629

APPROVED AS TO FORM:
 #51831 10/21/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: Steven-balocca@unifirst.com.

Tax ID: 04-2103460

UniFirst Corporation
2244 N. Bolivar Rd
Springfield, MO 65803

SCOPE OF WORK

1. Purpose: UniFirst Corporation agrees to provide uniform clothing rental services and shop towels for fiscal year 2021 in accordance with the terms and conditions of this contract.

2. General Requirements:
 - 2.1 UniFirst Corporation shall furnish, launder, and maintain rental uniforms as specified herein. Uniforms are defined to include short and/or long sleeved shirts, Dickey®, blue jean or carpenter style long pants, and jackets or vests or combination of one each. Women's clothing in women's sizes must be available and quoted. Size availability must include x-long and x-tall.
 - 2.2 The City cannot guarantee the number of employees, which may require uniforms. However, the City estimates 15 supervisors, 80 full time, plus 6 seasonal employees. Seasonal employees work approximately six (6) months during the year.
 - 2.3 UniFirst Corporation explicitly understands and agrees that the City shall have the right to increase or decrease the number of uniforms required as deemed necessary throughout the effective period of the contract due to termination or hiring of employees. Newly hired or seasonal employee contracts will not go into effect until their first delivery of properly fitted clothing; retroactive charges will not be accepted.
 - 2.4 UniFirst Corporation must secure all necessary licenses, permits, etc., and maintain compliance with all applicable federal, state, and local laws, rules and regulations related to the performance of the contract.

3. Specific Requirements:
 - 3.1 UniFirst Corporation must provide each employee with eleven (11) shirts, eleven (11) pair of pants, and two (2) jackets or vests or combination of one each, as set forth below. Upper level supervisors shall be provided eleven (11) pairs of pants, (blue jeans, Dickey® or carpenter) along with eleven (11) oxford dress type or polo style pocket shirts which may be of a different style and which may be of different color(s).
 - 3.2 Shirts: must be a button type (no metal parts) with long tuck-in tail. Employees shall have the option of selecting long sleeves, short sleeves, or a combination of

both. Employees shall also have the option of selecting a 65% polyester 35% cotton blend or 100% cotton shirt. All shirts shall be available in a variety of different colors. Departments may be separated by different colors of uniform shirts.

The Parks Department requires polo type shirts in a 50% polyester 50% cotton blend with moisture wicking ability and also having the option of selecting long sleeves, short sleeves, or a combination of both, with no name emblem.

Utility and Public Works Supervisors shall have the option of the cotton/poly oxford type shirts or cotton, cotton/poly, or polyester polo type shirt long sleeved, short sleeved or a combination of both, with no logo or name emblems.

3.2.1 Fire resistant shirts that meet ASTM F1506 standards must be available with a lease or purchase option. Enhanced visibility Long/Shirt sleeve shirts must be available with a lease or purchase option.

3.3 Emblems: Uniform costs must include the initial application of name/city emblems for any employee. If a status change is made (transfer to a different dept.) or a new hire (hired after the initial start of the contract) the cost to affix a name/city emblem, per piece, should be indicated on the pricing page. (Ref. 002)

3.3.1 Option to have City logo with department identification embroidered on oxford and polo shirts. The cost for logo setup and per piece embroidery should be indicated on pricing page.

3.4 Pants: employees shall also have the option of selecting a 7 oz. 65% polyester/35% cotton blend, 11 oz. 100% cotton pant, 11.75 oz. 100% cotton carpenter pant or 14.75 oz. 100% cotton carpenter pant.

3.4.1 Fire resistant pants that meet ASTM F1506 standards must be available with a lease or purchase option. Enhanced visibility Long/Shirt sleeve shirts must be available with a lease or purchase option.

3.5 UniFirst Corporation must accurately measure each employee requiring uniforms at a time and location acceptable to the City, and not ask for the size the individual wants. Women's sizes in women's clothing must be available. UniFirst Corporation must have all sizes (up to 6XL) available in men's and women's sizes for employees to try on the day the measurements are taken, failure to comply with this requirement shall be construed as a breach and may result in termination of the contract.

3.6 UniFirst Corporation shall maintain all uniforms in a manner acceptable to the City. Repairs must be neatly done with the thread and/or material of the same matching color as the item being repaired. Replacement shall be new and not used either by another company or employee. All repairs must be completed by

the next delivery date so that all employee uniform items in the possession of UniFirst Corporation are returned to the employee each week.

- 3.7 UniFirst Corporation shall, as a matter of routine, replace uniforms, which are worn out or otherwise unsuitable for wear with new uniforms at no additional cost to the City. UniFirst Corporation shall also replace, at no additional cost to the City, any uniform item, which does not fit due to shrinkage.
- 3.8 UniFirst Corporation must exchange uniform items, which become ill fitted due to weight loss or gain, one time per year per employee, at no additional cost. The City will pay for exchanges in excess of one time per year per employee.
- 3.9 UniFirst Corporation must have adequate quality control to ensure that all broken buttons, broken zippers, open seams, or torn garments are repaired. Stained, worn out or unserviceable uniforms are repaired or replaced prior to the delivery to the individual employee. A lack of adequate quality control on the part of UniFirst Corporation shall be construed as a breach and may result in termination of the contract.
- 3.10 UniFirst Corporation must provide uniform delivery services on a weekly basis. Soiled uniforms must be picked up and replaced with clean uniforms each week on a consistent day of the week, as agreed upon by the City and UniFirst Corporation, with variance for holidays as necessary. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding City recognized holidays. UniFirst Corporation is required to make deliveries at nine (9) work site locations as follows:

Water Distribution/Sewer Collection Cooper Creek (Fall Creek Road)

Public Works Street Department (Compton Drive)

Compton Wastewater Treatment Plant (Compton Drive)

Branson City Hall (Maddux Street)

Public Works Vehicle Maintenance/Building Maintenance (Stockstill Lane)

Cooper Creek Wastewater Treatment Plant (Fall Creek Road)

Meadows Water Treatment Plant (Fall Creek Road)

Parks and Recreation (Branson Hills Parkway)

Cliff Drive Water Plant (Cliff Drive)

Utilities Administration./Pacific Street Water Tower (Pacific St.)

- 3.11 UniFirst Corporation must provide an itemized delivery and pickup ticket for each delivery to the Public Works/Engineering Administration office located at 110 W. Maddux Street, Suite 310 and the Utilities office located at 616 West Pacific. The

ticket must specify the number of items delivered and picked up to each location for each employee of that work site. UniFirst Corporation shall not deliver or pick up any items without the delivery and pickup tickets being signed by an authorized representative of the Public Works and/or Utilities department. The City will provide UniFirst Corporation with an itemized pickup ticket listing the items at the time of pick up if no discrepancies are noted at that time the pickup ticket will be deemed accurate by both parties.

- 3.12 Material Safety Data Sheets (MSDS) must be supplied to the City of Branson for all chemicals used in the laundering process.
- 3.13 UniFirst Corporation must take necessary measurements and provide new, clean (laundered) uniforms to new employees (hired after initial start of this contract) within fifteen (15) working days following notification by the City.
- 3.14 UniFirst Corporation will be notified of employees no longer employed with the City within one work week. Employees will be required to return all uniforms to their supervisor, and the supervisor will be responsible for returning the uniforms to the service provider within fourteen (14) days after the end of service with the City.
- 3.15 UniFirst Corporation will be paid for services actually provided in accordance with applicable contract prices.
- 3.16 UniFirst Corporation will be paid the replacement value as specified in the contract for uniform items not returned by former employees.
- 3.17 The City will be responsible for payment to UniFirst Corporation for any uniform item destroyed or lost, but not due to normal wear and tear, per the itemized pickup ticket (ref. paragraph 2.11). Such payment shall be equal to the uniform item replacement value stated in the contract. UniFirst Corporation understands and agrees that no payment or reimbursement other than that specifically provided for in the contract shall be made. All items shall be deemed standard with no "Buy Back" or other fees. If garment insurance is offered and accepted, there will be no charges for replacements.
- 3.18 UniFirst Corporation must state the replacement value of each uniform item for each potential contract year. Each year must show annual depreciation proportionally, so that at the end of 3rd year of contract replacement value is not greater than 25%

	1 st Year	2 nd Year	3 rd Year
Men's/Women's 65/35 poly-cotton work shirt:	\$ 8.75	\$ 4.38	\$ 2.18
Men's/Women's 100% cotton work shirt:	\$ 13.75	\$ 6.53	\$ 3.25
Men's/Women's 50/50 poly-cotton moisture wicking polo shirt:	\$ 20.00	\$ 15.00	\$ 5.00

Men's/Women's 100% cotton polo shirt	\$ 16.00	\$ 10.00	\$ 5.00
Mens'/Women's poly-cotton oxford shirt	\$ 40.00	\$ 26.70	\$ 10.00
Men's/Women's polyester polo shirt	\$ 12.15	\$ 6.07	\$ 3.03
Men's/Women's Fire Resistant work shirt	\$ 44.15	\$ 22.07	\$ 11.03
Men's/Women's polycotton pant: 7 oz 65/35 polycotton	\$ 14.05	\$ 7.02	\$ 3.51
Men's/Women's polycotton cargo pant: 7 oz 65/35 polycotton	\$ 18.00	\$ 9.00	\$ 4.50
Men's/Women's 100% cotton pant jean cut: 11 oz	\$ 20.35	\$ 10.17	\$ 5.08
Men's/Women's Fire Resistant pant: 14.75 oz carpenter style	\$ 37.50	\$ 28.12	\$ 9.36
9 oz pant	\$ 41.30	\$ 30.97	\$ 10.32
Men's/Women's 100% cotton carpenter pant: 11.75 oz	\$ 15.85	\$ 7.92	\$ 3.96
Men's/Women's 100% cotton cargo pant:	\$ 24.67	\$ 15.92	\$ 6.16
Men's/Women's industrial jacket:	\$ 25.70	\$ 19.33	\$ 6.42
Men's/Women's industrial vest:	\$ 23.00	\$ 16.65	\$ 5.75
Option to Purchase:			
	1 st Year	2 nd Year	3 rd Year
Class 2 High Visibility Mesh Vest	\$5.59	\$5.59	\$5.59
Weekly laundering of vest	\$ 0	\$ 0	\$ 0
107-0215-Class 2 Hi-Vis with pocket/Wicking	\$ 9.88	\$ 9.88	\$ 9.88
Ansi Type R or P Class 2 Hi Vis Bomber Jackets	\$ 35.00	\$ 35.00	\$ 35.00

3.19 Option to the rental agreement: Employees will be held accountable for observing the prescribed procedures for the reasonable use and care of uniforms in their possession. Uniforms obtained under the provisions of this contract will remain the property of the supplier and must be returned upon the termination of employment. However, employees may elect to launder and maintain their own uniforms not requiring the commercial cleaning, for this option the service provider must provide each employee with seven (7) shirts, seven (7) pair of pants, and one (1) jacket or vest. In the event of this option being selected the City requests a reduced weekly rate (see pricing page).

3.20 UniFirst Corporation shall, as a matter of routine, replace uniforms, which are worn out or otherwise unsuitable for wear with new uniforms at no additional cost to the City. UniFirst Corporation shall also replace, at no additional cost to the City, any uniform item, which does not fit due to shrinkage. UniFirst Corporation must exchange uniform items, which become ill fitted due to weight loss or gain,

one time per year per employee, at no additional cost. The City will pay for exchanges in excess of one time per year per employee.

4. Invoicing: The City agrees to pay the UniFirst Corporation 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 the service provider and subject to the approval of the department supervisor that UniFirst Corporation fully performed the work satisfactorily. In no case shall the charge exceed the bid price times the number of items. All costs must be included in the price of the uniform rental; surcharges and extra costs will not be acceptable. Invoicing may be submitted to the City on a weekly or monthly basis. Invoices must include the Purchase Order number, Invoice number, the building name, the street address, date of delivery, quantity delivered, unit price (per the contract), and the total due. Charges must match the unit cost on the contract. Other costs such as fuel surcharges, emergency delivery fees, etc. are not allowed. Invoices with non-contract charges or incorrect pricing will be returned to UniFirst Corporation for correction prior to payment.

In addition to the individual invoices, a statement must be submitted listing the invoice number, total due from each invoice, and total due for the month. Separate statements must be provided for each department requesting service.

5. Subcontracting: UniFirst Corporation must function as the single point of responsibility for the City, regardless of any subservice provider arrangements for all services provided. UniFirst Corporation must submit a list of subservice providers to the Purchasing Department for approval within thirty (30) days from the beginning of this contract and in each renewal year. This shall include assuming responsibilities and liabilities for all problems relating to all material, and services provided. Subservice providers will be required to furnish the same insurance as the general service provider. None of the work or services covered by the contract shall be subcontracted without the prior written approval of the City.

PRICING PAGE

UniFirst Corporation provided pricing information as specified below to provide services in accordance with the terms and conditions of this contract.

Option 1 (Renewable One Year contract)

001. The bidder must state a firm, fixed price per employee, per 5-day workweek to provide uniform clothing rental services as specified herein. Costs must be all inclusive, no separate charges i.e. for environmental and/or fuel surcharges will be acceptable. No weekly cleaning charge for jackets or vests.

Firm, fixed price per employee, per 5-day work week:	Per Piece	11 Pcs.	7 Pcs.
Men's/Women's 65/35 poly-cotton work shirt:	\$.12	\$ 1.32	\$.84
Men's/Women's 100% cotton work shirt:	\$.17	\$ 1.87	\$ 1.19
Men's/Women's 50/50 poly-cotton moisture wicking polo shirt:	\$.22	\$ 2.42	\$ 1.54
Men's/Women's 100% cotton polo shirt	\$.20	\$ 2.20	\$ 1.40
Mens'/Women's poly-cotton oxford shirt	\$.18	\$ 1.98	\$ 1.26
Men's/Women's polyester polo shirt	\$.13	\$ 1.43	\$ 1.26
Men's/Women's Fire Resistant work shirt	\$.27	\$ 2.97	\$.91
Men's/Women's poly-cotton pant:	\$.19	\$ 2.09	\$ 1.33
7 oz 65/35 poly-cotton			
Men's/Women's poly-cotton cargo pant	\$.24	\$ 2.69	\$ 1.71
7 oz 65/35 poly-cotton			
Men's/Women's 100% cotton pant jean cut:	\$.25	\$ 2.75	\$ 1.75
11 oz			
Men's/Women's Fire Resistant pant			
14.75 oz carpenter style	\$.54	\$ 5.94	\$ 3.78
9 oz pant	\$.33	\$ 3.63	\$ 2.31
Men's/Women's 100% cotton carpenter pant:	\$.25	\$ 2.75	\$ 1.75
11.75 oz			
Men's/Women's 100% cotton cargo pant:	\$.30	\$ 3.30	\$ 2.10
Men's/Women's industrial jacket:	\$.01	\$.02	\$.01
Men's/Women's industrial vest:	\$.10	\$.20	\$.10
001a. Option; section 3.19 Deduct for no laundry	\$ 0 ea.		
001b. Garment Insurance, per garment per week	\$.03		

002. The bidder must state a firm, fixed price per emblem to supply and/or affix required emblems to uniform shirts and jackets or vests after initial start of the contract (new employees or transfers).

Firm, fixed price per printed City emblem per shirt or jacket \$ 1.25

Firm, fixed price per printed name emblem per shirt or jacket	\$.35
Firm fixed price per embroidered City emblem per shirt	\$.50
Firm fixed price per embroidered Department identification per shirt	\$ 2.00
Embroidery set up charge: City Emblem \$ 0 Department Name \$ 0	

002a. Emblem Insurance, per garment per week \$.02 ea.

003. Shop Towels: Delivered Quantity pricing Red \$.05 White \$.06 Replacement \$.25

Option to Purchase:

004a. Class 2 High Visibility Mesh Vest	\$ 5.59	\$ 5.59	\$5.59
004b. Weekly Laundering service on vest	\$ 0	\$ 0	\$0
004c. With pocket/Wicking	\$ 9.88	\$ 9.88	\$9.88
004d. Ansi Type R or P Class 2 Hi Vis Bomber Jackets	\$ 35.00	\$ 35.00	\$35.00



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE TOURISM FUND FOR THE BRANSON, MISSOURI REGIONAL AIRPORT TDD.

INITIATED BY: FINANCE/ADMINISTRATION

FIRST READING: NOVEMBER 10, 2020 **FINAL READING:** NOVEMBER 24, 2020

EXECUTIVE SUMMARY:

- The terms of payment by the City under the Pay for Performance (PFP) agreement with the Branson Airport have been discussed at great length in the past. This follows the Board’s past practice related to this agreement and it should be noted that since July 16, 2010, \$3,227,721.71 has been paid for all billings to date. All funds have come from the Tourism Fund including the approved budget transfer in 2013 to cover the past payments.
- The City has the most recent billing for \$6,583.76 which covers the period of time from January 1, 2020 to June 30, 2020.
- If the Board of Aldermen elects to appropriate these funds, staff recommends that the entire payment be made out of the Tourism Fund.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: Strives to provide private and commercial air access to the Branson area.

ATTACHED EXHIBITS:

BILL NO. 5925

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE TOURISM FUND FOR THE BRANSON, MISSOURI REGIONAL AIRPORT TDD.

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 Tourism Fund in the 2020 budget; and

WHEREAS, the Board of Aldermen desires to authorize the total payment of \$6,583.76 to the Branson, Missouri Regional Airport TDD for services from January 1, 2020 through June 30, 2020.

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 transfer funds within the 2020 Budget of the Tourism Fund.

<u>Account Number</u>	<u>Amount</u>
240-1095-510.20-99 (Tourism Fund– Branson Airport)	\$6,584
Fund Balance (Tourism Fund)	(\$6,584)

Read, this first time on this _____ day of _____, 2020.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CELL #51831 11/4/20
Chris Lebeck #51831
City Attorney

PREPARED 10/01/2020 9:38:03
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10012020 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/15/2020
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/10
Payment date 10/01/2020

*SUM
10/1/20*

PROGRAM: GM339L

AS OF: 10/15/2020

PAYMENT DATE: 10/01/2020

CITY OF BRANSON, MISSOURI
OZARK MOUNTAIN BANK VENDOR

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004917	00	AMERICAN ROCK & CONCRETE LLC						
RM11180		PI3540 034580	01	09/15/2020	105-4121-530.20-66	CONCRETE	1,284.00	
RM11249		PI3595 034580	01	09/24/2020	105-4121-530.40-20	CONCRETE	780.00	
RM11261		PI3596 034580	01	09/25/2020	105-4121-530.40-20	CONCRETE	420.00	
VENDOR TOTAL *							2,484.00	
0006275	00	AXON ENTERPRISE, INC.						
SI-1683687		006047	01	09/29/2020	262-2022-520.40-10	2020 3-YEAR-PLAN PMT	3,744.00	
VENDOR TOTAL *							3,744.00	
0006401	00	BORGER, HAILEY						
09262020		006058	01	09/29/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
VENDOR TOTAL *							60.00	
0005642	00	BRAND, MICHAEL D						
09282020		006065	01	09/29/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	50.00	
09262020		006052	01	09/29/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	36.00	
VENDOR TOTAL *							86.00	
0000042	00	BRANSON CHAMBER OF COMMERCE						
09182020		PI3573 034754	01	09/18/2020	240-1620-510.20-32	SEPT 2020 PARTIAL BILLING	9,098.97	
09232020		PI3574 034754	01	09/23/2020	240-1620-510.20-32	SEPT 2020 PARTIAL BILLING	147.71	
VENDOR TOTAL *							9,246.68	
8888888	00	BRANSON VETERANS TASK FORCE						
000045491		UT	01	09/30/2020	620-0000-202.11-05	FINAL CHECK REFUND	1,000.00	
VENDOR TOTAL *							1,000.00	
0004952	00	CENTURY LINK						
09042020		PI3551 034538	01	09/04/2020	101-1095-510.20-09	PHONE SRVC 9/4-10/3/20	2,066.30	
09042020A		PI3572 034663	01	09/04/2020	101-1095-510.20-09	LONG DIST 9/4-10/3/20	12.69	
09042020		PI3552 034538	01	09/04/2020	620-4310-570.20-09	PHONE SRVC 9/4-10/3/20	47.24	
09042020		PI3553 034538	01	09/04/2020	620-4320-570.20-09	PHONE SRVC 9/4-10/3/20	47.25	
09042020		PI3554 034538	01	09/04/2020	620-4410-570.20-09	PHONE SRVC 9/4-10/3/20	37.78	
09042020		PI3555 034538	01	09/04/2020	620-4420-570.20-09	PHONE SRVC 9/4-10/3/20	172.55	
VENDOR TOTAL *							2,383.81	
0006406	00	COGDILL, COLBY						
09262020		006061	01	09/29/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
VENDOR TOTAL *							40.00	
0001175	00	CONNELL INSURANCE, INC						
09292020		006050	01	09/29/2020	101-1095-510.20-48	RETROACTIVE POLICY CHNGS	598.00	
VENDOR TOTAL *							598.00	
8888888	00	COPELAND DEV & CONST CO INC						
000054909		UT	01	09/24/2020	620-0000-202.11-05	FINAL BILL REFUND	51.60	
VENDOR TOTAL *							51.60	
0006390	00	DONALD A. HOROWITZ,						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0006390	00	DONALD A. HOROWITZ,						
20200930		PR0930	01	09/30/2020	501-0000-201.10-19	PAYROLL SUMMARY	87.32	
						VENDOR TOTAL *	87.32	
0005621	00	FAITH COMMUNITY HEALTH CENTER						
3939		PI3571 034638	01	09/15/2020	101-1095-510.20-99	2020 EXP REIMB PER CNTRCT	1,050.16	
						VENDOR TOTAL *	1,050.16	
0001655	00	FAMILY SUPPORT PAYMENT CENTER						
20200930		PR0930	01	09/30/2020	501-0000-201.10-19	PAYROLL SUMMARY	1,681.55	
						VENDOR TOTAL *	1,681.55	
0000577	00	FIREMAN'S FUND						
20200930		PR0930	01	09/30/2020	501-0000-201.10-18	PAYROLL SUMMARY	111.64	
						VENDOR TOTAL *	111.64	
0006302	00	GOODWIN, MAISIE						
09262020		006054	01	09/29/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
8888888	00	HUNT, BARBARA						
000055797		UT	01	09/24/2020	620-0000-202.11-05	FINAL BILL REFUND	51.41	
						VENDOR TOTAL *	51.41	
0006398	00	KARPEL SOLUTIONS						
47729		PI3547 035035	01	07/24/2020	101-0510-510.20-99	PBK ANNL MAINT, SFTWR LIC	3,200.00	
						VENDOR TOTAL *	3,200.00	
0000212	00	KIMBERLING CITY TIRE CO						
1-GS56171		PI3542	01	09/08/2020	101-0000-130.60-04	TIRE INVENTORY, DISPOSAL	768.72	
1-56305		PI3543	01	09/16/2020	101-0000-130.60-04	TIRE DISPOSAL	25.50	
1-GS56328		PI3544	01	09/18/2020	101-0000-130.60-04	TIRE INV/MOUNT/DISPOSAL	1,992.56	
1-GS56360		PI3545	01	09/21/2020	101-0000-130.60-04	TIRE INV/MOUNT/DISPOSAL	3,552.56	
1-GS56384		PI3546	01	09/23/2020	101-0000-130.60-04	TIRE INVENTORY	2,366.54	
1-GS56328		PI3575 034797	01	09/18/2020	105-4110-530.20-59	TIRE INV/MOUNT/DISPOSAL	158.00	
1-GS56360		PI3576 034797	01	09/21/2020	620-4420-570.20-04	TIRE INV/MOUNT/DISPOSAL	64.00	
1-GS56360		PI3577 034797	01	09/21/2020	620-4420-570.20-54	TIRE INV/MOUNT/DISPOSAL	275.60	
						VENDOR TOTAL *	9,203.48	
0005678	00	LAUBER MUNICIPAL LAW, LLC						
6431		PI3550 035039	01	08/31/2020	101-0510-510.20-17	GENERAL LEGAL SERVICES	60.00	
						VENDOR TOTAL *	60.00	
0005719	00	LIGHTLE ENTERPRISES OF OHIO, LLC						
10222		PI3585 034564	01	09/22/2020	105-4121-530.40-23	SIGN SHOP SUPPLIES	5,242.50	
						VENDOR TOTAL *	5,242.50	
0005459	00	LORENZ, MANDY LAUREN						
09262020		006059	01	09/29/2020	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	60.00	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0005459	00	LORENZ, MANDY LAUREN						
						VENDOR TOTAL *	60.00	
0005914	00	MARTIN, LESLIE						
09262020	006060		01	09/29/2020	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0006074	00	MIDWEST PUBLIC RISK (DEDUCTIBLE)						
MPR171155	006048		01	09/29/2020	101-1095-510.20-80	CLAIM DEDUCTIBLE	1,000.00	
15 GL0299	006049		01	09/29/2020	101-1095-510.20-80	CLAIM DEDUCTIBLE	1,000.00	
						VENDOR TOTAL *	2,000.00	
0006382	00	MILLER, RALPH						
09262020	006055		01	09/29/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	24.00	
						VENDOR TOTAL *	24.00	
0006367	00	OFFICE OF CHILD SUPPORT ENFORCEMENT						
20200930	PR0930		01	09/30/2020	501-0000-201.10-19	PAYROLL SUMMARY	252.00	
						VENDOR TOTAL *	252.00	
0005322	00	S & L COLLISION CENTER, LLC						
5040	PI3578 035036		01	09/11/2020	105-4110-530.20-54	UNIT 436 BODY REPAIRS	2,077.06	
4978	PI3579 035037		01	09/11/2020	105-4110-530.20-54	UNIT 213 BODY REPAIRS	3,495.79	
						VENDOR TOTAL *	5,572.85	
0004203	00	SCHENEWERK AND FINKENBINDER						
39972	PI3580 035042		01	09/15/2020	101-1012-510.20-17	TIMEKEEPER JUDGE SERVICES	250.00	
						VENDOR TOTAL *	250.00	
0006383	00	SEYMOUR, JOE						
09262020	006056		01	09/29/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	36.00	
						VENDOR TOTAL *	36.00	
0006411	00	STEPP, MICHAEL						
09262020	006062		01	09/29/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0006272	00	SWIFT, AMANDA						
09282020	006066		01	09/29/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	50.00	
09262020	006053		01	09/29/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	75.00	
						VENDOR TOTAL *	125.00	
0000384	00	TABLE ROCK ASPHALT CONST.						
277134	PI3548 034569		01	08/14/2020	620-4410-570.40-21	1" CLEAN ROCK	47.92	
						VENDOR TOTAL *	47.92	
0000403	00	TANEY CO TREASURER						
09102020	PI3570 034634		01	09/10/2020	262-2022-520.20-99	AUG 2020 ANIMAL CONTROL	3,251.44	
						VENDOR TOTAL *	3,251.44	
0006409	00	THOMSON, ZACHARYAH						

PREPARED 10/01/2020, 9:38:03
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 10/15/2020 PAYMENT DATE: 10/01/2020

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006409	00	THOMSON, ZACHARYAH						
09262020	006064		01	09/29/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	20.00	
						VENDOR TOTAL *	20.00	
0006415	00	WIGGINS, RAPE						
09262020	006063		01	09/29/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0004301	00	WILLIAMS & CAMPO, P.C.						
123	006051		01	09/29/2020	175-1095-510.20-17	EN1301-CID PROJECT SRVCS	641.25	
						VENDOR TOTAL *	641.25	
0006393	00	WILSON, JEFFERY LEE						
09262020	006057		01	09/29/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	75.00	
						VENDOR TOTAL *	75.00	
						TOTAL EXPENDITURES ****	52,967.61	
						GRAND TOTAL *****		52,967.61

PREPARED 10/08/2020 8:34:46
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10082020 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/22/2020
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/10
Payment date 10/08/2020

(SUM)
10/8/20

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004917	00	AMERICAN ROCK & CONCRETE LLC						
RM11287		PI3645 034580	01	09/29/2020	105-4121-530.40-20	CONCRETE	540.00	
						VENDOR TOTAL *	540.00	
0006038	00	ANTHEM LIFE INSURANCE COMPANY						
6563681		006071	01	10/06/2020	501-0000-201.10-21	OCT 2020 LIFE INS PREMIUM	5,075.50	
						VENDOR TOTAL *	5,075.50	
0006380	00	BALLPARKS OF AMERICA, LLC						
1050		PI3617 034916	01	10/01/2020	101-1095-510.20-99	OCT 2020 STORAGE FEE	700.00	
						VENDOR TOTAL *	700.00	
0006154	00	BLISS, ELIJAH						
10032020		006089	01	10/06/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	84.00	
						VENDOR TOTAL *	84.00	
0006401	00	BORGER, HAILEY						
10032020		006094	01	10/06/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0006405	00	BOSS, CAMERON						
10032020		006085	01	10/06/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0005642	00	BRAND, MICHAEL D						
10012020		006096	01	10/06/2020	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
10032020		006088	01	10/06/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	108.00	
10032020A		006095	01	10/06/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	14.00	
						VENDOR TOTAL *	197.00	
0006234	00	CAPITOL SOLUTIONS CONSULTING						
10022020		PI3638 034731	01	10/02/2020	101-1095-510.20-99	SEP 2020 GOV CNSLTING FEE	2,083.33	
						VENDOR TOTAL *	2,083.33	
0006406	00	COGDILL, COLBY						
10032020		006084	01	10/06/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0006418	00	COOK, EMMALEA						
10032020		006082	01	10/06/2020	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
0005629	00	CRESON, WALTER SHANE						
09262020		006080	01	10/06/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
						VENDOR TOTAL *	50.00	
0006257	00	DEAN, GRACE						
10032020		006090	01	10/06/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY						
09282020	PI3624	034701 01	09/28/2020	101-4142-530.20-01	ELECTRIC BILLING 9/28/20		84.54	
09282020	PI3625	034701 01	09/28/2020	105-4121-530.20-06	ELECTRIC BILLING 9/28/20		213.90	
09282020	PI3626	034701 01	09/28/2020	620-4415-570.20-01	ELECTRIC BILLING 9/28/20		36.76	
VENDOR TOTAL *							335.20	
0005996	00	EMPIRE ENERGY, LLC						
140035	PI3618	034577 01	08/03/2020	105-4110-530.40-40	FUEL FIRE ST 3		69.51	
10012020	PI3631	034577 01	10/01/2020	105-4110-530.40-40	FUEL 9/16/20 - 9/30/20		6,960.64	
143948	PI3641	034577 01	10/01/2020	230-1579-540.40-27	PARKS FUEL 10/1/20		423.78	
FC 05/20,09/25	PI3643	034577 01	05/20/2020	230-1579-540.40-27	INV 133537 LATE PENALTY		4.42	
10012020	PI3632	034577 01	10/01/2020	620-4310-570.40-40	FUEL 9/16/20 - 9/30/20		588.25	
10012020	PI3633	034577 01	10/01/2020	620-4320-570.40-40	FUEL 9/16/20 - 9/30/20		444.91	
10012020	PI3634	034577 01	10/01/2020	620-4410-570.40-40	FUEL 9/16/20 - 9/30/20		341.96	
10012020	PI3635	034577 01	10/01/2020	620-4415-570.40-40	FUEL 9/16/20 - 9/30/20		334.86	
10012020	PI3636	034577 01	10/01/2020	620-4420-570.40-40	FUEL 9/16/20 - 9/30/20		927.62	
10012020	PI3637	034577 01	10/01/2020	620-4500-570.40-40	FUEL 9/16/20 - 9/30/20		33.79	
VENDOR TOTAL *							10,129.74	
0006172	00	ENTERPRISE FM TRUST						
FBN4055415	PI3611	034627 01	10/03/2020	601-1095-510.70-10	OCT 2020 LEASE CHARGES		8,859.26	
FBN4055415	PI3612	034627 01	10/03/2020	602-2000-510.70-10	OCT 2020 LEASE CHARGES		9,629.90	
FBN4055415	PI3613	034627 01	10/03/2020	602-3000-510.70-10	OCT 2020 LEASE CHARGES		911.70	
FBN4055415	PI3614	034627 01	10/03/2020	603-1095-510.70-10	OCT 2020 LEASE CHARGES		1,542.53	
FBN4055415	PI3615	034627 01	10/03/2020	604-1095-510.70-10	OCT 2020 LEASE CHARGES		4,225.19	
FBN4055415	PI3616	034627 01	10/03/2020	605-1095-510.70-10	OCT 2020 LEASE CHARGES		1,063.82	
VENDOR TOTAL *							26,232.40	
0000115	00	FEDERAL EXPRESS CORP						
7-137-94510	006072		01 10/06/2020	101-0600-510.20-08	EXP SHIP-AMERICAN FEDELTY		23.25	
VENDOR TOTAL *							23.25	
0000131	00	GEORGE HAY COMPANY, INC.						
30919	PI3629	035001 01	10/13/2020	101-4142-530.20-50	ANNUAL EXTNGSHR INSP/MAIN		2.50	
30929	PI3630	035001 01	10/18/2020	101-4142-530.20-50	ANNUAL EXTNGSHR INSP/MAIN		560.30	
VENDOR TOTAL *							562.80	
0006302	00	GOODWIN, MAISIE						
10032020	006091		01 10/06/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL		60.00	
VENDOR TOTAL *							60.00	
0005167	00	HARRIS, REGINALD M.						
09262020	006075		01 10/06/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL		100.00	
VENDOR TOTAL *							100.00	
0006210	00	HILL, JOHN DAVID						
09262020	006076		01 10/06/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL		125.00	
VENDOR TOTAL *							125.00	
0006228	00	JAMES RIVER MECHANICAL & ELECTRICAL						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0006228	00	JAMES RIVER MECHANICAL & ELECTRICAL						
7553		PI3619 034604	01	08/24/2020	105-4121-530.20-50	COMP WASH BAY DRAIN REPRS	605.00	
						VENDOR TOTAL *	605.00	
0006192	00	KUTAK ROCK, LLP						
2767839		PI3622 034660	01	09/29/2020	101-0510-510.20-17	CC1701-GENERAL LEGAL SRVC	2,155.50	
2767842		PI3623 034661	01	09/29/2020	101-0510-510.20-17	CC1801-COMPTON OIL SPILL	154.00	
2767840		PI3628 034762	01	09/29/2020	101-0510-510.20-17	CC1706-SUNSHINE LAW	2,607.91	
						VENDOR TOTAL *	4,917.41	
0006417	00	LEITCH, ERIN						
09262020		006077	01	10/06/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0005719	00	LIGHTLE ENTERPRISES OF OHIO, LLC						
10273		PI3639 034564	01	10/01/2020	105-4121-530.40-23	SIGN SHOP SUPPLIES	2,025.25	
						VENDOR TOTAL *	2,025.25	
0005914	00	MARTIN, LESLIE						
10032020		006083	01	10/06/2020	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0006112	00	MEACHAM, KAYLA						
09262020		006079	01	10/06/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
						VENDOR TOTAL *	50.00	
0006382	00	MILLER, RALPH						
10032020		006093	01	10/06/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	36.00	
						VENDOR TOTAL *	36.00	
0006412	00	OSENGA, AIDEN						
10032020		006086	01	10/06/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0005682	00	SMG						
091120-COB-WC		006073	01	10/06/2020	101-0600-510.40-66	2020 WTR DRNK CHALL LUNCH	434.72	
093020-COB-BLOS006074			01	10/06/2020	101-0600-510.40-09	ORIENTATION LUNCH	35.00	
						VENDOR TOTAL *	469.72	
0006411	00	STEPP, MICHAEL						
10032020		006087	01	10/06/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0006115	00	SUPERION, LLC						
290317		006070	01	10/06/2020	620-4500-570.20-94	AUG 2020 CLICK2GOV TRANS	130.68	
						VENDOR TOTAL *	130.68	
0000384	00	TABLE ROCK ASPHALT CONST.						
279095		PI3640 034569	01	10/01/2020	105-4121-530.40-20	1" BASE	78.70	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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0000384	00	TABLE ROCK ASPHALT CONST.						
279019		PI3644 034569 01 09/30/2020			105-4121-530.40-20	1" BASE	209.48	
278950		PI3621 034569 01 09/29/2020			620-4310-570.40-21	1" BASE	139.65	
VENDOR TOTAL *							427.83	
0000411	00	TANEY CO RECORDER OF DEEDS						
09302020A		PI3609 035040 01 09/30/2020			101-1011-510.20-38	RELEASE DEED-MAIN 1031	30.00	
09302020		PI3610 035041 01 09/30/2020			101-1011-510.20-38	RELEASE DEED-MAIN 1031	30.00	
VENDOR TOTAL *							60.00	
0003515	00	TYLER TECHNOLOGIES, INC.						
025-304488		PI3620 034735 01 08/31/2020			101-1012-510.20-57	AUG 2020 MONTHLY MNT FEE	125.00	
025-307527		PI3627 034735 01 10/01/2020			101-1012-510.20-57	SEPT 2020 MONTHLY MNT FEE	125.00	
VENDOR TOTAL *							250.00	
0006416	00	WEAVER, AVERY						
09262020		006078 01 10/06/2020			230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
VENDOR TOTAL *							100.00	
0006377	00	WIETERS, CAROLINE						
10032020		006092 01 10/06/2020			230-1557-540.20-13	YOUTH SOCCER OFFICIAL	36.00	
VENDOR TOTAL *							36.00	
0004301	00	WILLIAMS & CAMPO, P.C.						
142		006069 01 10/06/2020			175-1095-510.20-17	EN1301-CID PROJECT SERVC	570.00	
VENDOR TOTAL *							570.00	
TOTAL EXPENDITURES ****							56,506.11	
GRAND TOTAL *****								56,506.11

PREPARED 10/15/2020 9:32:03
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10152020 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/29/2020
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/10
Payment date 10/15/2020

JST
10/15/2020

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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9999999	00	ACE PIPE CLEANING						
MR Refund	MR		01	10/12/2020	620-0000-220.30-01	ACE PIPE CLEANING	305.76	
						VENDOR TOTAL *	305.76	
0006420	00	ADAMS, SHANE						
10052020	006730		01	10/13/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0001011	00	AFLAC						
830824	006726		01	10/13/2020	501-0000-201.10-30	OCT 2020 PREMIUMS	662.70	
						VENDOR TOTAL *	662.70	
0006258	00	AMERICAN FIDELITY - FLEX						
20201014	PR1014		01	10/14/2020	501-0000-201.10-31	PAYROLL SUMMARY	3,102.01	
						VENDOR TOTAL *	3,102.01	
0004917	00	AMERICAN ROCK & CONCRETE LLC						
RM11383	PI3712 034580		01	10/09/2020	105-4121-530.40-20	CONCRETE	300.00	
						VENDOR TOTAL *	300.00	
0006421	00	ATWOOD, LANDON						
10102020	006739		01	10/13/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0006154	00	BLISS, ELIJAH						
10102020	006741		01	10/13/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	87.00	
						VENDOR TOTAL *	87.00	
0006401	00	BORGER, HAILEY						
10102020	006746		01	10/13/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0005642	00	BRAND, MICHAEL D						
10082020	006754		01	10/14/2020	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
10052020	006732		01	10/13/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	50.00	
10102020	006740		01	10/13/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	72.00	
						VENDOR TOTAL *	197.00	
0000042	00	BRANSON CHAMBER OF COMMERCE						
10132020	PI3730 034754		01	10/13/2020	240-1620-510.20-32	SEPT 2020 PARTIAL BILLING	112,064.72	
						VENDOR TOTAL *	112,064.72	
0001414	00	BROCK & JENNIFER BROWN						
0015572	OL		01	10/05/2020	101-0000-201.08-01	Refund Tourism Tax Credit	1.88	
0015572	OL		01	10/05/2020	101-0000-201.08-01	Refund Tourism Tax Credit	.38	
0015572	OL		01	10/05/2020	240-0000-220.01-07	Refund Tourism Bond for	100.00	
						VENDOR TOTAL *	102.26	
0006134	00	BULLOCK, LUCAS						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0006134	00	BULLOCK, LUCAS						
10052020	006728		01	10/13/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0006406	00	COGDILL, COLBY						
10102020	006735		01	10/13/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0001197	00	COX HEALTH SYSTEMS						
WI 809	006725		01	10/13/2020	101-0600-510.40-66	AUG 2020 WELLNESS COACHNG	94.50	
						VENDOR TOTAL *	94.50	
0005629	00	CRESON, WALTER SHANE						
10052020	006731		01	10/13/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
						VENDOR TOTAL *	50.00	
0006257	00	DEAN, GRACE						
10102020	006742		01	10/13/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	51.00	
						VENDOR TOTAL *	51.00	
0006390	00	DONALD A. HOROWITZ,						
20201014	PR1014		01	10/14/2020	501-0000-201.10-19	PAYROLL SUMMARY	87.32	
						VENDOR TOTAL *	87.32	
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY						
10012020	PI3714	034701	01	10/01/2020	101-4142-530.20-01	ELECTRIC BILLING 10/1/20	11,168.11	
10082020	PI3729	034701	01	10/08/2020	101-4142-530.20-01	ELECTRIC BILLING 10/8/20	29.85	
10012020	PI3715	034701	01	10/01/2020	105-4121-530.20-06	ELECTRIC BILLING 10/1/20	34,601.00	
10012020	PI3716	034701	01	10/01/2020	175-1095-510.40-01	ELECTRIC BILLING 10/1/20	23.84	
10012020	PI3717	034701	01	10/01/2020	230-1510-540.20-01	ELECTRIC BILLING 10/1/20	10,640.03	
10012020	PI3718	034701	01	10/01/2020	230-1520-540.20-01	ELECTRIC BILLING 10/1/20	1,488.24	
10012020	PI3719	034701	01	10/01/2020	230-1579-540.20-01	ELECTRIC BILLING 10/1/20	2,260.33	
10012020	PI3720	034701	01	10/01/2020	230-1580-540.20-01	ELECTRIC BILLING 10/1/20	9,514.97	
10012020	PI3721	034701	01	10/01/2020	263-3041-520.20-01	ELECTRIC BILLING 10/1/20	2,408.22	
10012020	PI3722	034701	01	10/01/2020	620-4310-570.20-01	ELECTRIC BILLING 10/1/20	91.66	
10062020	PI3727	034701	01	10/06/2020	620-4310-570.20-01	ELECTRIC BILLING 10/6/20	231.09	
10012020	PI3723	034701	01	10/01/2020	620-4320-570.20-01	ELECTRIC BILLING 10/1/20	38,563.75	
10062020	PI3728	034701	01	10/06/2020	620-4410-570.20-01	ELECTRIC BILLING 10/6/20	231.09	
10012020	PI3724	034701	01	10/01/2020	620-4415-570.20-01	ELECTRIC BILLING 10/1/20	10,654.76	
10012020	PI3725	034701	01	10/01/2020	620-4420-570.20-01	ELECTRIC BILLING 10/1/20	48,326.77	
10012020	PI3726	034701	01	10/01/2020	620-4500-570.20-01	ELECTRIC BILLING 10/1/20	68.84	
						VENDOR TOTAL *	170,302.55	
0001655	00	FAMILY SUPPORT PAYMENT CENTER						
20201014	PR1014		01	10/14/2020	501-0000-201.10-19	PAYROLL SUMMARY	1,352.93	
						VENDOR TOTAL *	1,352.93	
0000577	00	FIREMAN'S FUND						
20201014	PR1014		01	10/14/2020	501-0000-201.10-18	PAYROLL SUMMARY	107.02	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0000577	00	FIREMAN'S FUND						
						VENDOR TOTAL *	107.02	
9999999	00	FOOTHILLS CONDO'S						
MR Refund	MR		01	10/12/2020	620-0000-220.30-01	FOOTHILLS CONDO'S	68.46	
						VENDOR TOTAL *	68.46	
0005167	00	HARRIS, REGINALD M.						
10052020	006727		01	10/13/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0003954	00	HCW PRIVATE DEVELOPMENT LLC.						
1020-FNTRMB	PI3663	034685	01	10/01/2020	101-1095-510.20-50	OCT 2020 FOUNTAIN CONTRIB	28,638.50	
1020-FNTRMB-A	PI3664	034685	01	10/01/2020	101-1095-510.20-50	OCT 2020 MAINT CONTRIBTN	11,281.83	
						VENDOR TOTAL *	39,920.33	
0004739	00	HDR ENGINEERING, INC.						
1200294054	PI3695	034915	01	09/11/2020	145-5010-510.90-11	WS2007-CMP WWTP WALL DSGN	34,368.77	
						VENDOR TOTAL *	34,368.77	
0000175	00	HORTON SUPPLY CO						
74585-IN	PI3686		01	09/30/2020	101-0000-130.60-04	HYD HOSE ASSM	64.48	
						VENDOR TOTAL *	64.48	
9999999	00	INSITUFORM						
MR Refund	MR		01	10/12/2020	620-0000-220.30-01	INSITUFORM	230.75	
						VENDOR TOTAL *	230.75	
0005914	00	MARTIN, LESLIE						
10102020	006747		01	10/13/2020	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
0000003	00	MCTAGGERT, SARA						
10092020	006724		01	10/13/2020	620-4500-570.20-96	SEWER DAMAGE REIMBURSEMNT	1,800.00	
						VENDOR TOTAL *	1,800.00	
0006382	00	MILLER, RALPH						
10102020	006744		01	10/13/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	36.00	
						VENDOR TOTAL *	36.00	
0000249	00	MISSOURI STATE HIGHWAY PATROL						
812HP021E70109	PI3709	034543	01	10/07/2020	101-0600-510.20-25	PRE-EMPLYMT BCKGRND CHECK	33.25	
						VENDOR TOTAL *	33.25	
0000238	00	MO DEPT OF NATURAL RESOURCES						
44622102597	006755		01	10/14/2020	620-0000-205.10-00	SEPT 2020 PRIMACY FEE	1,662.15	
44622102597A	006755		01	10/14/2020	620-0000-480.50-01	SEPT 2020 PRIMACY FEE	14.30	
						VENDOR TOTAL *	1,647.85	
0000514	00	MO DEPT OF REVENUE SALES TAX						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000514	00	MO DEPT OF REVENUE SALES TAX						
10122020	006755		01	10/14/2020	620-0000-206.10-00	SEPT 2020 SALES TAX	17,765.29	
10122020A	006755		01	10/14/2020	620-0000-480.50-01	SEPT 2020 SALES TAX	358.50-	
						VENDOR TOTAL *	17,406.79	
0000487	00	MO STATE HWY PATROL ISD						
812HP032002604	PI3669	034636	01	10/31/2020	262-2022-520.20-09	CIRCUIT CHARGES OCT-DEC	1,830.00	
						VENDOR TOTAL *	1,830.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
10072020	PI3662	034647	01	10/07/2020	101-1012-510.20-11	JUDGE SERVICES 10/7/20	1,200.00	
						VENDOR TOTAL *	1,200.00	
0006367	00	OFFICE OF CHILD SUPPORT ENFORCEMENT						
20201014	PR1014		01	10/14/2020	501-0000-201.10-19	PAYROLL SUMMARY	252.00	
						VENDOR TOTAL *	252.00	
0006412	00	OSENGA, AIDEN						
10102020	006736		01	10/13/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0000320	00	PIPPIN WHOLESALE CO						
R837499	PI3666	034553	01	09/25/2020	230-1580-540.40-03	CLEANING SUPPLIES	73.72	
						VENDOR TOTAL *	73.72	
0005895	00	SECURITY MENTOR, INC.						
20-172-0944	PI3665	035006	01	10/05/2020	101-1014-510.20-70	CYBER SECURITY TRAINING	2,395.00	
						VENDOR TOTAL *	2,395.00	
0003880	00	SILVER THREADS						
09152020	PI3668	034633	01	09/15/2020	262-2022-520.40-26	SEW ON CHEVERONS	32.00	
						VENDOR TOTAL *	32.00	
0006082	00	SO MO PROFESSIONAL FIREFIGHTERS						
20201014	PR1014		01	10/14/2020	501-0000-201.10-40	PAYROLL SUMMARY	812.50	
20201013	PR1031		01	10/14/2020	501-0000-201.10-40	PAYROLL SUMMARY	32.50	
						VENDOR TOTAL *	845.00	
0006083	00	SO MO PROFESSIONAL FIREFIGHTERS PAC						
20201014	PR1014		01	10/14/2020	501-0000-201.10-41	PAYROLL SUMMARY	37.00	
20201013	PR1031		01	10/14/2020	501-0000-201.10-41	PAYROLL SUMMARY	3.00	
						VENDOR TOTAL *	40.00	
0006411	00	STEPP, MICHAEL						
10102020	006737		01	10/13/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0006364	00	SW MO ENGINEERING, LLC						
SW0725	PI3693	034699	01	09/10/2020	145-5010-510.90-11	WS1912-LIFT ST 17 UPGRADE	19,273.60	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006364	00	SW MO ENGINEERING, LLC						
SW0724		PI3694 034700	01	09/10/2020	146-5010-510.90-11	WS2002-SPR CRK W/S IMPRV	8,077.50	
VENDOR TOTAL *							27,351.10	
0006272	00	SWIFT, AMANDA						
10052020		006733	01	10/13/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	50.00	
10102020		006743	01	10/13/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
VENDOR TOTAL *							110.00	
0000384	00	TABLE ROCK ASPHALT CONST.						
279054		PI3660 034569	01	10/01/2020	105-4121-530.40-20	1/2" HOT MIX	6,040.12	
279121		PI3661 034569	01	10/02/2020	105-4121-530.40-20	1/2" HOT MIX	3,670.24	
279199		PI3710 034569	01	10/05/2020	105-4121-530.40-20	2" CLEAN	80.92	
279429		PI3711 034569	01	10/09/2020	105-4121-530.40-20	1/2" HOT MIX	588.12	
VENDOR TOTAL *							10,379.40	
0000403	00	TANEY CO TREASURER						
1919		PI3713 034610	01	10/01/2020	105-4121-530.20-04	GENERAL/MISC WASTE	80.72	
VENDOR TOTAL *							80.72	
0005624	00	TRI-LAKES BIOSOLIDS COALITION						
7957		006722	01	10/13/2020	620-4420-570.20-99	SEP 2020 BIOSDS PRDCT CMP	19,412.24	
7957A		006723	01	10/13/2020	620-4420-570.20-99	SEP 2020 BIOSDS PRDCT CPR	1,997.54	
VENDOR TOTAL *							21,409.78	
0000461	00	TRI-LAKES MOTORS						
174276		PI3659	01	09/25/2020	101-0000-130.60-04	LATCH DECK	53.12	
174189		PI3675	01	09/24/2020	101-0000-130.60-04	NOZZLE/HOSE WASHER,WINDS	246.66	
174384		PI3685	01	09/29/2020	101-0000-130.60-04	PAD SET/KIT, ROTOR BRAKE	568.48	
174585		PI3687	01	10/07/2020	101-0000-130.60-04	NOZZLE/HOSE WASHER	87.22	
417788		PI3696 035056	01	09/18/2020	105-4110-530.20-54	UNIT 341 INSPECTION/SRVC	49.95	
417844		PI3697 035056	01	09/21/2020	105-4110-530.20-54	UNIT 413 INSPECTION/SRVC	58.90	
417898		PI3698 035056	01	09/21/2020	105-4110-530.20-54	UNIT 418 INSPECTION/SRVC	47.95	
418023		PI3699 035056	01	09/23/2020	105-4110-530.20-54	UNIT 411 INSPECTION/SRVC	58.90	
418033		PI3700 035056	01	09/23/2020	105-4110-530.20-54	UNIT 363 INSPECTION/SRVC	58.90	
417622		PI3701 035063	01	09/18/2020	105-4110-530.20-54	UNIT 338 ALGNMNT/REPAIRS	330.75	
417950		PI3702 035063	01	09/23/2020	105-4110-530.20-54	UNIT 418 REPAIRS	232.90	
418071		PI3703 035063	01	09/25/2020	105-4110-530.20-54	UNIT 412 REPAIRS	191.66	
417930		PI3704 035064	01	09/22/2020	105-4110-530.20-54	UNIT 424 INSPECTION/SRVC	54.90	
418051		PI3705 035064	01	09/23/2020	105-4110-530.20-54	UNIT 412 INSPECTION/SRVC	58.90	
418612		PI3731 035064	01	10/06/2020	105-4110-530.20-54	UNIT 409 INSPECTION/SRVC	58.90	
VENDOR TOTAL *							2,158.09	
0005155	00	UNITED WAY OF THE OZARKS						
20201014		PR1014	01	10/14/2020	501-0000-201.10-30	PAYROLL SUMMARY	37.10	
VENDOR TOTAL *							37.10	
0005879	00	US BANK EQUIPMENT FINANCE						
426095873		PI3707 034537	01	10/08/2020	101-1095-510.20-44	LEASE PAYMENT COPIERS	1,418.32	

PREPARED 10/15/2020, 9:32:03
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 10/29/2020 PAYMENT DATE: 10/15/2020

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0005879	00	US BANK EQUIPMENT FINANCE						
426095873		P13708 034537	01	10/08/2020	620-4500-570.20-55	LEASE PAYMENT COPIERS	425.49	
VENDOR TOTAL *							1,843.81	
0006416	00	WEAVER, AVERY						
10052020		006729	01	10/13/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
VENDOR TOTAL *							100.00	
0006415	00	WIGGINS, RAFF						
10102020		006738	01	10/13/2020	230-1550-540.20-13	FLAG FOOTBALL OFFICIAL	40.00	
VENDOR TOTAL *							40.00	
0006393	00	WILSON, JEFFERY LEE						
10052020		006734	01	10/13/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	50.00	
10102020		006745	01	10/13/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
VENDOR TOTAL *							110.00	
TOTAL EXPENDITURES ****							455,341.17	
GRAND TOTAL *****								455,341.17

PREPARED 10/15/2020 9:34:46
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10152020 BRNSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/29/2020
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/10
Payment date 10/15/2020

JST
10/15/2020

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	ARNOLD, JERRY & PAM						
000053823		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	BABB, MARK						
000055933		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	19.36	
						VENDOR TOTAL *	19.36	
8888888	00	BAM FABULOUS OZARK PROPERTIES						
000054445		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	21.53	
						VENDOR TOTAL *	21.53	
8888888	00	BARTHOLOMEW, CARMEN L						
000035725		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	31.92	
						VENDOR TOTAL *	31.92	
8888888	00	BERTLING, NORBERT & VIRGINIA						
000038303		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	BESSINGER, JUDY						
000055265		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	53.43	
						VENDOR TOTAL *	53.43	
8888888	00	BOATRIGHT, JOHN						
000053557		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	23.82	
						VENDOR TOTAL *	23.82	
8888888	00	BOUSHEHRI, FRED						
000047895		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	19.36	
						VENDOR TOTAL *	19.36	
8888888	00	BRIDGES, KENNETH						
000040949		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	19.28	
						VENDOR TOTAL *	19.28	
8888888	00	BRINELL, MISTY L.						
000024317		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	12.36	
						VENDOR TOTAL *	12.36	
8888888	00	BROWN, MARGARET						
000038069		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	31.41	
						VENDOR TOTAL *	31.41	
8888888	00	BURRELL, GEORGE C						
000044183		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	6.86	
						VENDOR TOTAL *	6.86	
8888888	00	CALLAWAY, DAKOTA						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	CALLAWAY, DAKOTA						
000052807	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	CARPENTER, DIANE						
000055303	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	29.03	
						VENDOR TOTAL *	29.03	
8888888	00	CEDAR ROCK FARMS LLC						
000054435	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	109.23	
000054435	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	137.66	
8888888	00	CERDA, CASEY & SEAN DIAMOND						
000054885	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	38.39	
						VENDOR TOTAL *	38.39	
8888888	00	CJB HOLDINGS LLC						
000051191	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	CURLING VINE WINERY						
000046097	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	644.35	
						VENDOR TOTAL *	644.35	
8888888	00	DEMIEN, DANA						
000051597	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	DONALDSON, KELLY						
000048327	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	42.18	
						VENDOR TOTAL *	42.18	
8888888	00	DOWNTOWN BRANSON BETTERMENT						
000013951	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	119.65	
						VENDOR TOTAL *	119.65	
8888888	00	ELLIOTT, STEVEN						
000050107	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	ESPINOZA, EDWIN						
000049475	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.15	
						VENDOR TOTAL *	28.15	
8888888	00	FITZPATRICK, KEVIN						
000047023	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	15.93	
						VENDOR TOTAL *	15.93	
8888888	00	HALBERT, ZACHARIAH						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	HALBERT, ZACHARIAH						
000054307	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	25.57	
						VENDOR TOTAL *	25.57	
8888888	00	HEFFINGTON, MARY						
000033535	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	21.77	
						VENDOR TOTAL *	21.77	
8888888	00	HENSON, TRACI						
000054139	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	19.36	
						VENDOR TOTAL *	19.36	
8888888	00	HOAGLAND, JOHN A.						
000031209	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	27.48	
						VENDOR TOTAL *	27.48	
8888888	00	HOLIDAY PROPERTIES LLC						
000053179	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	36.32	
						VENDOR TOTAL *	36.32	
8888888	00	HUSS, MICHAEL						
000048537	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	12.93	
						VENDOR TOTAL *	12.93	
8888888	00	JOURNAGAN CONSTRUCTION CO.						
000003147	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	40.99	
						VENDOR TOTAL *	40.99	
8888888	00	KASSEBAUM, LAURA						
000054073	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	KELLY, CHARLENE						
000051891	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.19	
						VENDOR TOTAL *	28.19	
8888888	00	KOBAN, RENE						
000051437	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	LOVE, KATHY						
000042603	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	54.68	
						VENDOR TOTAL *	54.68	
8888888	00	MAPLES REALTY						
000040305	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	MARSH, CAROL						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
8888888	00	MARSH, CAROL						
000055543		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	MEADOWS, SID & JUNE						
000046939		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	25.91	
						VENDOR TOTAL *	25.91	
8888888	00	MENARD, RIGEL						
000053147		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	25.81	
						VENDOR TOTAL *	25.81	
8888888	00	NORWOOD, SHIRLEY JANNETTE						
000050449		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	124.03	
						VENDOR TOTAL *	124.03	
8888888	00	OLSON, RYAN						
000052045		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	PARSONS, ANN						
000050165		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	24.62	
						VENDOR TOTAL *	24.62	
8888888	00	PT ROYALE BLDG 3 UNIT 7, LLC						
000050483		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	PT. ROYALE POA						
000009629		UT	01	10/07/2020	620-0000-202.11-05	FINAL BILL REFUND	1,510.92	
						VENDOR TOTAL *	1,510.92	
8888888	00	QUINTANA, SELVIN						
000049113		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	39.13	
						VENDOR TOTAL *	39.13	
8888888	00	ROEBUCK, CORY						
000055987		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	ROSE, ALEX						
000054143		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	11.72	
						VENDOR TOTAL *	11.72	
8888888	00	RPW PROPERTIES						
000038009		UT	01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	54.17	
						VENDOR TOTAL *	54.17	
8888888	00	RUNS WITH SCISSORS, LLC						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
8888888	00	RUNS WITH SCISSORS, LLC						
000043035	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	22.30	
						VENDOR TOTAL *	22.30	
8888888	00	SCHIPPER, BETTY						
000040437	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	SCHRAUTH, THOMAS						
000052189	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	12.22	
						VENDOR TOTAL *	12.22	
8888888	00	SELBY, JOHN						
000052581	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	SHOUSH, MATTHEW						
000056129	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	31.92	
						VENDOR TOTAL *	31.92	
8888888	00	SISCO, WHITNEY						
000055783	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	9.96	
						VENDOR TOTAL *	9.96	
8888888	00	SLADEK, TOM						
000047221	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	19.36	
						VENDOR TOTAL *	19.36	
8888888	00	SMBZ CONTRUCTION LLC						
000044705	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	38.84	
000044705	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	95.76	
8888888	00	SMITH, SAGE M.						
000025867	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	3.92	
						VENDOR TOTAL *	3.92	
8888888	00	SMITH, STEVE & VICKI						
000045681	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	38.84	
						VENDOR TOTAL *	38.84	
8888888	00	SPAIN, RONALD						
000048871	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	18.17	
						VENDOR TOTAL *	18.17	
8888888	00	STAHL, WILLIAM & ANITA						
000054035	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	STARLING, MARLENE						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	STARLING, MARLENE						
000043009	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	SULLIVAN, JOSEPH E & LINDSEY						
000005809	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	31.92	
						VENDOR TOTAL *	31.92	
8888888	00	TABON, NICK						
000047507	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	24.38	
						VENDOR TOTAL *	24.38	
8888888	00	TERHARDT, PHILIP						
000052799	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	17.46	
						VENDOR TOTAL *	17.46	
8888888	00	TIMBERLAKE, CANDY						
000054167	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	52.42	
						VENDOR TOTAL *	52.42	
8888888	00	TOP ROPE PROPERTIES LLC						
000052279	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	24.86	
						VENDOR TOTAL *	24.86	
8888888	00	TROUT, BRAD						
000050819	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	21.05	
						VENDOR TOTAL *	21.05	
8888888	00	WOHLFAHRT, JASON						
000025031	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	11.96	
000025031	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	11.84	
						VENDOR TOTAL *	23.80	
8888888	00	WOOD, DAVID						
000054737	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	WOOLDRIDGE, DUSTY						
000033743	UT		01	10/12/2020	620-0000-202.11-05	FINAL BILL REFUND	14.89	
						VENDOR TOTAL *	14.89	
						TOTAL EXPENDITURES ****	4,467.20	
						GRAND TOTAL *****		4,467.20

PREPARED 10/22/2020 11:44:13
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10222020 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/05/2020
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/10
Payment date 10/22/2020

JS
10/22/2020

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	ADAMS, CRAIG & ZU						
000043729		UT	01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132344	82.32-
						VENDOR TOTAL *	.00	82.32-
0006128	00	ADVANTICA ADMINISTRATIVE SERVICES						
11012020		006782	01	10/20/2020	501-0000-201.10-22	NOV 2020 VISION PREMIUMS	1,657.19	
						VENDOR TOTAL *	1,657.19	
0006001	00	AFFINITY CHEMICAL, LLC						
2566155		PI3765 034590	01	09/24/2020	620-4420-570.40-15	ALUMINUM SULFATE SOLUTION	3,654.40	
2566330		PI3766 034590	01	09/29/2020	620-4420-570.40-15	ALUMINUM SULFATE SOLUTION	3,590.40	
						VENDOR TOTAL *	7,244.80	
0006217	00	AMERICAN FIDELITY ASSURANCE COMPANY						
D224623		006782	01	10/20/2020	501-0000-201.10-31	OCT 2020 PREMIUMS	10,393.09	
						VENDOR TOTAL *	10,393.09	
0002122	00	ANTHEM BLUE CHOICE						
678968C		006761	01	10/20/2020	501-0000-201.10-19	NOV 2020 HEALTH PREMIUMS	306,957.25	
						VENDOR TOTAL *	306,957.25	
0004955	00	A1 ANGEL AREA TOWING						
4190		002000	01	01/19/2017	620-4320-570.20-54	TOWING SERVICE UNIT #259	CHECK #: 129273	70.00-
						VENDOR TOTAL *	.00	70.00-
8888888	00	BLAIR, ETHAN						
000050129		UT	01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132352	58.76-
						VENDOR TOTAL *	.00	58.76-
0006154	00	BLISS, ELIJAH						
10172020		006772	01	10/20/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
0006422	00	BLYTHE, DEVIN						
10122020		006766	01	10/20/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
8888888	00	BOND, HOLMES						
000047855		UT	01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130727	20.80-
						VENDOR TOTAL *	.00	20.80-
8888888	00	BRADEN, MCKAYLA						
000046509		UT	01	03/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129962	6.41-
						VENDOR TOTAL *	.00	6.41-
8888888	00	BRADFORD, DIANA						
000037169		UT	01	04/21/2017	620-0000-202.11-05	MANUAL CHECK	CHECK #: 130208	1.00-
						VENDOR TOTAL *	.00	1.00-
0005642	00	BRAND, MICHAEL D						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0005642	00	BRAND, MICHAEL D						
10152020	006769		01	10/20/2020	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
10122020	006762		01	10/20/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	50.00	
10172020	006771		01	10/20/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	54.00	
						VENDOR TOTAL *	179.00	
8888888	00	BYRD, KATHRYN J						
000044187	UT		01	04/13/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130147	5.34-
						VENDOR TOTAL *	.00	5.34-
0004952	00	CENTURY LINK						
160595117	PI3798	034663	01	10/08/2020	101-1095-510.20-09	LONG DISTANCE 9/8-10/7/20	379.37	
						VENDOR TOTAL *	379.37	
0001414	00	CHARLEYS PHILLY STEAKS						
0013633	OL		01	10/25/2017	240-0000-220.01-07	OL REFUNDS	CHECK #: 131919	180.00-
						VENDOR TOTAL *	.00	180.00-
8888888	00	CRAWFORD, CHRISTOPHER G.						
000022981	UT		01	12/15/2017	620-0000-202.11-05	MANUAL CHECK	CHECK #: 132372	20.00-
						VENDOR TOTAL *	.00	20.00-
8888888	00	CRELIA, HANNAH						
000048653	UT		01	07/20/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131061	20.98-
						VENDOR TOTAL *	.00	20.98-
0005629	00	CRESON, WALTER SHANE						
10122020	006768		01	10/20/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
						VENDOR TOTAL *	50.00	
8888888	00	CRUZ, JACKELINE C						
000042973	UT		01	09/01/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131433	17.56-
						VENDOR TOTAL *	.00	17.56-
0005541	00	DAILEY, JOHN R						
05/29-6/2/17	004491		01	06/09/2017	230-1559-540.20-13	ADULT SOCCER OFFICIALS	CHECK #: 130618	100.00-
						VENDOR TOTAL *	.00	100.00-
0005820	00	DAILEY, KELLY R						
10162017	009634		01	10/25/2017	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	CHECK #: 131926	40.00-
						VENDOR TOTAL *	.00	40.00-
0006257	00	DEAN, GRACE						
10172020	006773		01	10/20/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	64.00	
						VENDOR TOTAL *	64.00	
0000071	00	DELTA DENTAL OF MO						
11012020	006760		01	10/20/2020	501-0000-201.10-20	NOV 2020 DENTAL PREMIUMS	18,776.67	
						VENDOR TOTAL *	18,776.67	
9999999	00	DICK CLARK'S AB THEATER, LLC						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
9999999	00	DICK CLARK'S AB THEATER, LLC		01 08/25/2017	533-0000-220.40-00	LANDSCAPING DEPOSIT	CHECK #: 131387	1,500.00-
07-00000719	BONBP							
						VENDOR TOTAL *	.00	1,500.00-
8888888	00	DOUGLASS, AUSTIN		01 10/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131692	17.21-
000045263	UT							
						VENDOR TOTAL *	.00	17.21-
8888888	00	DRIEBE, STEPHEN J.		01 11/03/2017	620-0000-202.11-05	MANUAL CHECK	CHECK #: 131996	75.37-
000030557	UT							
						VENDOR TOTAL *	.00	75.37-
8888888	00	DUGAN, BRITTANY		01 06/30/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130902	29.45-
000047577	UT							
						VENDOR TOTAL *	.00	29.45-
8888888	00	DUNCAN, MARK E		01 03/01/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129765	30.05-
000044053	UT							
						VENDOR TOTAL *	.00	30.05-
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY		01 10/12/2020	620-4500-570.20-01	ELECTRIC BILLING 10/12/20	411.60	
10122020	PI3799 034701							
						VENDOR TOTAL *	411.60	
9999999	00	FOOTHILLS CONDO'S		01 10/15/2020	620-0000-220.30-01	FOOTHILLS CONDO'S	30.00	
MR Refund	MR							
						VENDOR TOTAL *	30.00	
8888888	00	FORD, SAMANTHA		01 11/30/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132245	21.56-
000047827	UT							
						VENDOR TOTAL *	.00	21.56-
8888888	00	FOWLER, JIM L		01 05/25/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130516	16.95-
000041115	UT							
						VENDOR TOTAL *	.00	16.95-
0006394	00	FREED, EZECKUAL A.		01 10/20/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	20.00	
10172020	006777							
						VENDOR TOTAL *	20.00	
8888888	00	FREEMAN, TANNER & JILLIAN		01 02/10/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129544	30.05-
000045817	UT							
						VENDOR TOTAL *	.00	30.05-
8888888	00	FRENZEL, MARILYN		01 05/05/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130319	8.99-
000047699	UT							
						VENDOR TOTAL *	.00	8.99-
8888888	00	GARCIA, GLADYS A & MARCARIO						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
8888888	00	GARCIA, GLADYS A & MARCARIO						
000044945	UT		01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132392	1.97-
						VENDOR TOTAL *	.00	1.97-
8888888	00	GILLIS, MORGAN						
000046323	UT		01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130763	12.11-
						VENDOR TOTAL *	.00	12.11-
8888888	00	GOLDEN, JARROD						
000047683	UT		01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132393	1.13-
						VENDOR TOTAL *	.00	1.13-
0006302	00	GOODWIN, MAISIE						
10172020	006775		01	10/20/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	48.00	
						VENDOR TOTAL *	48.00	
8888888	00	GRAY, THOMAS J						
000042571	UT		01	03/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129992	21.63-
						VENDOR TOTAL *	.00	21.63-
8888888	00	GREEN, JOAN & CHARLES						
000041277	UT		01	07/20/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131072	16.95-
						VENDOR TOTAL *	.00	16.95-
0005167	00	HARRIS, REGINALD M.						
10122020	006765		01	10/20/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	200.00	
						VENDOR TOTAL *	200.00	
8888888	00	HYDE, MORRIS & BROOKSIE						
000038903	UT		01	05/11/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130398	6.79-
						VENDOR TOTAL *	.00	6.79-
9999999	00	IAN JENNINGS						
19-00000477	BONBP		01	10/15/2020	533-0000-220.40-00	LANDSCAPING DEPOSIT	700.00	
						VENDOR TOTAL *	700.00	
8888888	00	JACOBSON, WILLIAM						
000012373	UT		01	03/09/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129865	14.18-
						VENDOR TOTAL *	.00	14.18-
8888888	00	JOHNSON, RAMONE						
000049007	UT		01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132406	7.83-
						VENDOR TOTAL *	.00	7.83-
8888888	00	JURGENS, HERMAN B.						
000013347	UT		01	03/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129998	28.11-
						VENDOR TOTAL *	.00	28.11-
8888888	00	KEIRSEY, KAYLA						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	KEIRSEY, KAYLA						
000046967	UT		01	11/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132016	9.26-
						VENDOR TOTAL *	.00	9.26-
8888888	00	KIDWELL, RUTH						
000046987	UT		01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132409	17.70-
						VENDOR TOTAL *	.00	17.70-
0000212	00	KIMBERLING CITY TIRE CO						
1-GS56455	PI3763		01	09/30/2020	101-0000-130.60-04	TIRE INVENTORY	738.00	
						VENDOR TOTAL *	738.00	
8888888	00	LAMBTON, KENNETH						
000047929	UT		01	09/01/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131458	30.11-
						VENDOR TOTAL *	.00	30.11-
0001414	00	LANDONS INTERNATIONAL DELI & C						
0013422	OL		01	01/13/2017	240-0000-220.01-07	OL REFUNDS	CHECK #: 129228	100.00-
						VENDOR TOTAL *	.00	100.00-
0005678	00	LAUBER MUNICIPAL LAW, LLC						
6609	PI3768 035067		01	09/30/2020	101-0510-510.20-17	CC1804-ECON DEVELOPMENT	275.00	
						VENDOR TOTAL *	275.00	
8888888	00	LEWIS, TIM L						
000047557	UT		01	10/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131725	21.76-
						VENDOR TOTAL *	.00	21.76-
0005456	00	LLOYDS DRY CLEANERS						
09292020	PI3786 034635		01	09/29/2020	262-2022-520.20-99	PD UNIFORM DRY CLEANING	80.20	
						VENDOR TOTAL *	80.20	
8888888	00	LUEVAN-RODRIGUEZ, KAREN						
000046655	UT		01	08/11/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131284	6.48-
						VENDOR TOTAL *	.00	6.48-
8888888	00	MALONEY, JOHN A						
000044263	UT		01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130793	19.53-
						VENDOR TOTAL *	.00	19.53-
8888888	00	MARSA, CARMEN						
000044337	UT		01	08/11/2017	620-0000-202.11-05	MANUAL DEPOSIT REFUND	CHECK #: 131286	37.50-
						VENDOR TOTAL *	.00	37.50-
0005914	00	MARTIN, LESLIE						
10172020	006770		01	10/20/2020	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
8888888	00	MCKNIGHT, JERRY J						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	MCKNIGHT, JERRY J						
000045597	UT		01	02/10/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129580	14.78-
						VENDOR TOTAL *	.00	14.78-
8888888	00	METZGER, SEAN						
000045245	UT		01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130799	18.21-
						VENDOR TOTAL *	.00	18.21-
8888888	00	MEYERS, MICHAH						
000041751	UT		01	05/11/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130409	4.16-
						VENDOR TOTAL *	.00	4.16-
0005535	00	MISSOURI-AMERICAN WATER COMPANY						
09282020	PI3764	034596	01	09/28/2020	620-4415-570.20-03	WATER SRVC 241 ILLINOIS	41.05	
						VENDOR TOTAL *	41.05	
8888888	00	MITCHELL, EILENE						
000046663	UT		01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130804	8.99-
						VENDOR TOTAL *	.00	8.99-
8888888	00	MODICA, JERRY J & MARCE						
000043549	UT		01	03/09/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129876	9.50-
						VENDOR TOTAL *	.00	9.50-
8888888	00	MORGAN, JANICE						
000049473	UT		01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132433	29.63-
						VENDOR TOTAL *	.00	29.63-
8888888	00	MOSHIER, JASON						
000043527	UT		01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130810	15.11-
						VENDOR TOTAL *	.00	15.11-
0004402	00	MOTLEY LAW FIRM, P.C., THE						
10142020	PI3773	034647	01	10/14/2020	101-1012-510.20-11	JUDGE SERVICES 10/14/20	1,200.00	
						VENDOR TOTAL *	1,200.00	
8888888	00	MUSIC CITY CENTER						
000048983	UT		01	10/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131745	781.64-
						VENDOR TOTAL *	.00	781.64-
8888888	00	NOVARRO, ANANI						
000046365	UT		01	08/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131219	58.58-
						VENDOR TOTAL *	.00	58.58-
0001648	00	OZARK RESCUE SUPPLIERS, INC						
17152	006758		01	10/20/2020	263-3011-520.40-28	SPEC OPS BAG,ASCENDR,ROPE	1,090.91	
						VENDOR TOTAL *	1,090.91	
8888888	00	PRATT, DAVID						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	PRATT, DAVID						
000039589		UT	01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132449	13.33-
						VENDOR TOTAL *	.00	13.33-
8888888	00	PUFALL, NATHAN						
000043661		UT	01	11/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132043	.57-
						VENDOR TOTAL *	.00	.57-
0001414	00	PUFF SMART						
0012631		OL	01	12/15/2017	101-0000-201.08-01	OL REFUNDS	CHECK #: 132450	8.20-
0012631		OL	01	12/15/2017	101-0000-201.08-01	OL REFUNDS	CHECK #: 132450	15.09-
						VENDOR TOTAL *	.00	23.29-
8888888	00	RED BARN CAFE &						
000046143		UT	01	11/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132044	638.47-
						VENDOR TOTAL *	.00	638.47-
8888888	00	RICHARDSON, KEITH						
000047729		UT	01	09/01/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131476	18.16-
						VENDOR TOTAL *	.00	18.16-
0000003	00	ROBERTSON, VINCENT						
10162020		006759	01	10/20/2020	105-4121-530.40-13	BOOT REIMBURSEMENT	150.00	
						VENDOR TOTAL *	150.00	
8888888	00	ROBINSON, MICHAEL						
000039557		UT	01	10/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131756	136.38-
						VENDOR TOTAL *	.00	136.38-
8888888	00	RODRIGUEZ, JOSE LUIS						
000042381		UT	01	02/10/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129600	13.27-
						VENDOR TOTAL *	.00	13.27-
8888888	00	ROENKE, ROBERT						
000015163		UT	01	04/13/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130191	6.17-
						VENDOR TOTAL *	.00	6.17-
8888888	00	ROHDE, CHARLES & GERMAINE						
000017407		UT	01	11/30/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132289	8.76-
						VENDOR TOTAL *	.00	8.76-
8888888	00	ROSAS, IGNACIO A.						
000014727		UT	01	05/05/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130347	52.07-
						VENDOR TOTAL *	.00	52.07-
8888888	00	SAMBOL, LIZ						
000047539		UT	01	01/26/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129439	11.18-
						VENDOR TOTAL *	.00	11.18-
8888888	00	SANCHEZ, JOSE						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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8888888	00	SANCHEZ, JOSE						
000045457	UT		01	09/01/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131479	10.96-
						VENDOR TOTAL *	.00	10.96-
8888888	00	SCHMURR, EARL W						
000042517	UT		01	10/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131758	37.59-
						VENDOR TOTAL *	.00	37.59-
8888888	00	SHARPE, NICOLE L						
000046325	UT		01	04/06/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130114	11.98-
						VENDOR TOTAL *	.00	11.98-
8888888	00	SHAVER, GEOFF						
000047739	UT		01	03/01/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129807	29.61-
						VENDOR TOTAL *	.00	29.61-
8888888	00	SHOOK, MIKAYLA						
000046357	UT		01	04/13/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130194	58.58-
						VENDOR TOTAL *	.00	58.58-
8888888	00	SOUTEE, TYLER DALE						
000046829	UT		01	05/11/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130424	29.05-
						VENDOR TOTAL *	.00	29.05-
8888888	00	STANDING, BENJAMIN						
000048031	UT		01	07/28/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131191	21.40-
000048031	UT		01	07/28/2017	620-0000-202.11-05	CREDIT BALANCE REFUND	CHECK #: 131191	8.05-
						VENDOR TOTAL *	.00	29.45-
8888888	00	STEVENS, CHELSA L						
000041507	UT		01	05/05/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130349	21.40-
						VENDOR TOTAL *	.00	21.40-
8888888	00	STEWART, COREY						
000037601	UT		01	04/06/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130119	8.86-
						VENDOR TOTAL *	.00	8.86-
8888888	00	STUART, ELIZABETH						
000046653	UT		01	05/25/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130540	21.20-
						VENDOR TOTAL *	.00	21.20-
0006272	00	SWIFT, AMANDA						
10122020	006763		01	10/20/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	50.00	
10172020	006774		01	10/20/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	110.00	
0001513	00	TANEY CO PUB WATER DIST #3						
49 10-02-20	PI3772	034599	01	10/02/2020	620-4410-570.20-99	SEP 2020 METER READINGS	1,488.00	
						VENDOR TOTAL *	1,488.00	
8888888	00	TAYLOR, NICHOLAS S						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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8888888	00	TAYLOR, NICHOLAS S						
000045347	UT		01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130860	29.25-
						VENDOR TOTAL *	.00	29.25-
8888888	00	THOMPSON, GLENNA F						
000040407	UT		01	03/09/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129899	16.95-
						VENDOR TOTAL *	.00	16.95-
8888888	00	TILLIS, AARON						
000039143	UT		01	12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132469	18.52-
						VENDOR TOTAL *	.00	18.52-
8888888	00	TILLMAN, CHERYL HEAD & JOSEPH						
000046827	UT		01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130861	19.74-
						VENDOR TOTAL *	.00	19.74-
8888888	00	URECHE, AMANDA						
000046527	UT		01	05/05/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130358	29.45-
						VENDOR TOTAL *	.00	29.45-
0002637	00	US POSTAL SERVICE						
10142020	006757		01	10/20/2020	101-0000-130.60-03	SEP 2020 POSTAGE USAGE	4,819.95	
						VENDOR TOTAL *	4,819.95	
0005301	00	UTECH PRODUCTS INC						
7005081-IN	PI3767 034619		01	09/17/2020	620-4420-570.40-08	LAB SUPPLIES	348.52	
						VENDOR TOTAL *	348.52	
8888888	00	WALBURN, ANDREA L.						
000019825	UT		01	10/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131775	8.76-
						VENDOR TOTAL *	.00	8.76-
8888888	00	WATERS, BARBARA M						
000040417	UT		01	05/05/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130360	27.48-
						VENDOR TOTAL *	.00	27.48-
0006416	00	WEAVER, AVERY						
10122020	006767		01	10/20/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
8888888	00	WEEKS, BOBBIE & STEVEN						
000047087	UT		01	07/20/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131134	18.69-
						VENDOR TOTAL *	.00	18.69-
8888888	00	WHISNANT, KATY KLOOMIS & AARON						
000046363	UT		01	06/22/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 130873	11.92-
						VENDOR TOTAL *	.00	11.92-
8888888	00	WILLIAMS, CONNIE M & JERRY						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
8888888	00	WILLIAMS, CONNIE M & JERRY						
000044905	UT			01 07/20/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131135	21.40-
						VENDOR TOTAL *	.00	21.40-
0006393	00	WILSON, JEFFERY LEE						
10122020	006764			01 10/20/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	50.00	
10172020	006776			01 10/20/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	110.00	
8888888	00	WILSON, TONY						
000038605	UT			01 10/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 131783	.55-
						VENDOR TOTAL *	.00	.55-
8888888	00	WRIGHT, ASHLEY						
000048489	UT			01 12/15/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132482	6.49-
						VENDOR TOTAL *	.00	6.49-
9999999	00	WRIGHT, RANDY & JULIA						
MR Refund	MR			01 10/15/2020	620-0000-220.30-00	WRIGHT, RANDY & JULIA	500.00	
						VENDOR TOTAL *	500.00	
8888888	00	ZINSER, RICHARD						
000038087	UT			01 11/03/2017	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 132073	25.47-
						VENDOR TOTAL *	.00	25.47-
						HAND ISSUED TOTAL ***		5,061.44-
						TOTAL EXPENDITURES ****	358,442.60	5,061.44-
						GRAND TOTAL *****		353,381.16

PREPARED 10/30/2020 10:11:09
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10302020 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/13/2020
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/10
Payment date 10/30/2020

SUM
10/30/20

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0006258	00	AMERICAN FIDELITY - FLEX						
20201028		PR1028	01	10/28/2020	501-0000-201.10-31	PAYROLL SUMMARY	3,102.01	
						VENDOR TOTAL *	3,102.01	
0006038	00	ANTHEM LIFE INSURANCE COMPANY						
6635529		006791	01	10/27/2020	501-0000-201.10-21	NOV 2020 LIFE INS PREMIUM	4,925.06	
						VENDOR TOTAL *	4,925.06	
0006154	00	BLISS, ELIJAH						
10242020		006795	01	10/27/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	72.00	
						VENDOR TOTAL *	72.00	
0006401	00	BORGER, HAILEY						
10242020		006800	01	10/27/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	66.00	
						VENDOR TOTAL *	66.00	
0005642	00	BRAND, MICHAEL D						
10222020		006807	01	10/27/2020	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
10242020		006794	01	10/27/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	72.00	
						VENDOR TOTAL *	147.00	
0000042	00	BRANSON CHAMBER OF COMMERCE						
10272020		006788	01	10/27/2020	240-1620-510.20-78	CONTINGENCY FUND RMBSMNT	75,000.00	
10142020		PI3919 034754	01	10/14/2020	240-1620-510.20-32	OCT 2020 PARTIAL BILLING	36,649.77	
10202020		PI3920 034754	01	10/20/2020	240-1620-510.20-32	OCT 2020 PARTIAL BILLING	26.60	
						VENDOR TOTAL *	111,676.37	
9999999	00	BRANSON LANDING						
MR Refund		MR	01	10/16/2020	101-0000-202.11-05	BRANSON LANDING	200.00	
						VENDOR TOTAL *	200.00	
0006134	00	BULLOCK, LUCAS						
10192020		006805	01	10/27/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0002891	00	CENTRAL POWER SYSTEMS & SERV INC.						
R108017327:01		006792	01	10/27/2020	101-4142-530.20-50	GAS REGULATOR REPLACEMENT	1,174.85	
R108018230:01		006793	01	10/27/2020	101-4142-530.20-50	GENERATOR MAINT-W REPEATR	172.82	
						VENDOR TOTAL *	1,347.67	
0004952	00	CENTURY LINK						
10042020		PI3845 034538	01	10/04/2020	101-1095-510.20-09	PHONE SRVC 10/4-11/3/20	2,068.34	
10042020A		PI3910 034663	01	10/04/2020	101-1095-510.20-09	LONG DIST 10/4-11/3/20	12.69	
10042020		PI3846 034538	01	10/04/2020	620-4310-570.20-09	PHONE SRVC 10/4-11/3/20	47.24	
10042020		PI3847 034538	01	10/04/2020	620-4320-570.20-09	PHONE SRVC 10/4-11/3/20	47.33	
10042020		PI3848 034538	01	10/04/2020	620-4410-570.20-09	PHONE SRVC 10/4-11/3/20	37.78	
10042020		PI3849 034538	01	10/04/2020	620-4420-570.20-09	PHONE SRVC 10/4-11/3/20	172.55	
						VENDOR TOTAL *	2,385.93	
0005617	00	CHEMTRADE CHEMICALS CORPORATION						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005617	00	CHEMTRADE CHEMICALS CORPORATION						
92980995		PI3842 035043	01	09/23/2020	620-4320-570.40-15	HYPER+ION 1090 BULK	10,809.75	
						VENDOR TOTAL *	10,809.75	
0000470	00	CITY OF BRANSON						
10222020		006789	01	10/27/2020	230-0000-210.10-00	SEP 2020 CAMPGROUND TT	4,419.36	
10222020A		006790	01	10/27/2020	230-1510-480.60-00	SEP 2020 CAMPGROUND TT	3.29-	
						VENDOR TOTAL *	4,416.07	
0006173	00	DAHLKE, JERRY						
10192020		006802	01	10/27/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0006390	00	DONALD A. HOROWITZ,						
20201028		PR1028	01	10/28/2020	501-0000-201.10-19	PAYROLL SUMMARY	87.32	
						VENDOR TOTAL *	87.32	
0006137	00	ELEVATE BRANSON						
10272020		PI3917 034642	01	10/27/2020	101-1095-510.20-99	2020 EXP REIMB PER CNTRCT	1,017.91	
						VENDOR TOTAL *	1,017.91	
0005996	00	EMPIRE ENERGY, LLC						
10212020		PI3892 034577	01	10/21/2020	105-4110-530.40-40	FUEL 10/1/20 - 10/15/20	2,036.26	
10212020		PI3893 034577	01	10/21/2020	620-4310-570.40-40	FUEL 10/1/20 - 10/15/20	148.39	
10212020		PI3894 034577	01	10/21/2020	620-4320-570.40-40	FUEL 10/1/20 - 10/15/20	91.21	
10212020		PI3895 034577	01	10/21/2020	620-4410-570.40-40	FUEL 10/1/20 - 10/15/20	172.58	
10212020		PI3896 034577	01	10/21/2020	620-4415-570.40-40	FUEL 10/1/20 - 10/15/20	57.35	
10212020		PI3897 034577	01	10/21/2020	620-4420-570.40-40	FUEL 10/1/20 - 10/15/20	348.65	
10212020		PI3898 034577	01	10/21/2020	620-4500-570.40-40	FUEL 10/1/20 - 10/15/20	13.98	
						VENDOR TOTAL *	2,868.42	
0006331	00	F & S TAKEOFF PARTS, INC.						
10152019		006809	01	10/27/2020	105-4110-530.20-54	UNIT 175 TRUCK BED, LABOR	2,200.00	
						VENDOR TOTAL *	2,200.00	
0001655	00	FAMILY SUPPORT PAYMENT CENTER						
20201028		PR1028	01	10/28/2020	501-0000-201.10-19	PAYROLL SUMMARY	1,352.93	
						VENDOR TOTAL *	1,352.93	
0000577	00	FIREMAN'S FUND						
20201028		PR1028	01	10/28/2020	501-0000-201.10-18	PAYROLL SUMMARY	97.02	
20201028		PR1031	01	10/28/2020	501-0000-201.10-18	PAYROLL SUMMARY	2.31-	
						VENDOR TOTAL *	94.71	
0006394	00	FREED, EZECKUAL A.						
10242020		006799	01	10/27/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	30.00	
						VENDOR TOTAL *	30.00	
0006302	00	GOODWIN, MAISIE						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0006302	00	GOODWIN, MAISIE						
10242020		006797	01	10/27/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0005167	00	HARRIS, REGINALD M.						
10192020		006804	01	10/27/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0004688	00	HAWKINS INC.						
4806252		PI3902 034589	01	10/31/2020	620-4320-570.40-15	HYDROFLUOSILICIC ACID	3,717.95	
						VENDOR TOTAL *	3,717.95	
0006210	00	HILL, JOHN DAVID						
10192020		006803	01	10/27/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0005633	00	HORTON SUPPLY COMPANY						
74862-IN		PI3800	01	10/14/2020	101-0000-130.60-04	HYD HOSE ASSY	79.00	
						VENDOR TOTAL *	79.00	
0005615	00	KIRK'S EXCAVATION, INC.						
09292020		PI3839 034733	01	09/29/2020	146-5010-510.90-11	WS2001-HARMONY LN SWR EXT	116,785.89	
						VENDOR TOTAL *	116,785.89	
0006192	00	KUTAK ROCK, LLP						
2767841		PI3840 034765	01	09/29/2020	101-0510-510.20-17	CC1902-TASK9 LLC	10,856.33	
2779522		PI3909 034661	01	10/19/2020	101-0510-510.20-17	CC1801-COMPTON OIL SPILL	539.00	
						VENDOR TOTAL *	11,395.33	
0005815	00	LEXIPOL LLC						
INV6393		PI3912 035051	01	10/01/2020	263-3011-520.20-99	ANNL SUBSCRPT/FIRE POLICY	6,121.00	
						VENDOR TOTAL *	6,121.00	
0003181	00	MAC PUBLICATIONS GROUP, INC.						
3400		PI3913 035052	01	10/20/2020	620-4310-570.20-44	LASER UTILITY SHEETS	430.75	
3400		PI3914 035052	01	10/20/2020	620-4410-570.20-44	LASER UTILITY SHEETS	861.25	
						VENDOR TOTAL *	1,292.00	
0005914	00	MARTIN, LESLIE						
10242020		006801	01	10/27/2020	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	75.00	
						VENDOR TOTAL *	75.00	
0006382	00	MILLER, RALPH						
10242020		006798	01	10/27/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	36.00	
						VENDOR TOTAL *	36.00	
0004467	00	MO STATE TREASURER						
0012631		OL	01	10/21/2020	101-0000-201.08-01	OL REFUNDS	8.20	
0012631		OL	01	10/21/2020	101-0000-201.08-01	OL REFUNDS	15.09	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004467	00	MO STATE TREASURER						
10162017	009634		01	10/21/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	40.00	
05/29-6/2/17	004491		01	10/21/2020	230-1559-540.20-13	ADULT SOCCER OFFICIALS	100.00	
0013422	OL		01	10/21/2020	240-0000-220.01-07	OL REFUNDS	100.00	
0013633	OL		01	10/21/2020	240-0000-220.01-07	OL REFUNDS	180.00	
20201023	PR1031		01	10/23/2020	501-0000-201.10-30	PAYROLL SUMMARY	43.64	
07-00000719	BONBP		01	10/21/2020	533-0000-220.40-00	LANDSCAPING DEPOSIT	1,500.00	
000046357	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	58.58	
000014727	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	52.07	
000046365	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	58.58	
000048983	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	781.64	
000039557	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	136.38	
000047539	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	11.18	
000046143	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	638.47	
000043729	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	82.32	
000050129	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	58.76	
000030557	UT		01	10/21/2020	620-0000-202.11-05	MANUAL CHECK	75.37	
000045817	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	30.05	
000045597	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	14.78	
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000044053	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	30.05	
000047739	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	29.61	
000012373	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	14.18	
000043549	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	9.50	
000040407	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	16.95	
000046509	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	6.41	
000042571	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	21.63	
000013347	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	28.11	
000046325	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	11.98	
000037601	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	8.86	
000044187	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	5.34	
000015163	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	6.17	
000037169	UT		01	10/21/2020	620-0000-202.11-05	MANUAL CHECK	1.00	
000047699	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	8.99	
000041507	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	21.40	
000046527	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	29.45	
000040417	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	27.48	
000038903	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	6.79	
000041751	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	4.16	
000046829	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	29.05	
000041115	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	16.95	
000046653	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	21.20	
000047855	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	20.80	
000046323	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	12.11	
000045347	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	29.25	
000045245	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	18.21	
000046663	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	8.99	
000043527	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	15.11	
000044263	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	19.53	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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000046827	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	19.74	
000046363	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	11.92	
000047577	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	29.45	
000048653	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	20.98	
000041277	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	16.95	
000047087	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	18.69	
000044905	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	21.40	
000048031	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	21.40	
000048031	UT		01	10/21/2020	620-0000-202.11-05	CREDIT BALANCE REFUND	8.05	
000046655	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	6.48	
000044337	UT		01	10/21/2020	620-0000-202.11-05	MANUAL DEPOSIT REFUND	37.50	
000042973	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	17.56	
000047929	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	30.11	
000047729	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	18.16	
000045457	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	10.96	
000045263	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	17.21	
000047557	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	21.76	
000042517	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	37.59	
000019825	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	8.76	
000038605	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	.55	
000046967	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	9.26	
000043661	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	.57	
000038087	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	25.47	
000047827	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	21.56	
000017407	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	8.76	
000022981	UT		01	10/21/2020	620-0000-202.11-05	MANUAL CHECK	20.00	
000044945	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	1.97	
000039589	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	13.33	
000049007	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	7.83	
000046987	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	17.70	
000049473	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	29.63	
000047683	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	1.13	
000039143	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	18.52	
000048489	UT		01	10/21/2020	620-0000-202.11-05	FINAL BILL REFUND	6.49	
4190	002000		01	10/21/2020	620-4320-570.20-54	TOWING SERVICE UNIT #259	70.00	
VENDOR TOTAL *							5,105.08	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
10202020	PI3907	034647	01	10/20/2020	101-1012-510.20-11	JUDGE SERVICES 10/20/20	1,200.00	
10212020	PI3908	034647	01	10/21/2020	101-1012-510.20-11	JUDGE SERVICES 10/21/20	1,200.00	
VENDOR TOTAL *							2,400.00	
0006367	00	OFFICE OF CHILD SUPPORT ENFORCEMENT						
20201028	PR1028		01	10/28/2020	501-0000-201.10-19	PAYROLL SUMMARY	252.00	
VENDOR TOTAL *							252.00	
0004767	00	OUTDOOR WARNING CONSULTING LLC						
09172020	PI3843	035068	01	09/17/2020	263-3031-520.20-99	NARROW BAND RADIO UPGRDS	4,300.00	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004767	00	OUTDOOR WARNING CONSULTING LLC						
09172020		PI3844 035068	01	09/17/2020	263-3031-520.20-99	NARROW BAND RADIO UPGRDS	30.10	
						VENDOR TOTAL *	4,330.10	
0005881	00	PITTINGER LAW GROUP, LLC						
20200429		PR0429	01	05/01/2020	501-0000-201.10-19	PAYROLL SUMMARY	CHECK #: 140437	14.13-
						VENDOR TOTAL *	.00	14.13-
0006082	00	SO MO PROFESSIONAL FIREFIGHTERS						
20201028		PR1028	01	10/28/2020	501-0000-201.10-40	PAYROLL SUMMARY	812.50	
20201028		PR1031	01	10/28/2020	501-0000-201.10-40	PAYROLL SUMMARY	32.50-	
						VENDOR TOTAL *	780.00	
0006083	00	SO MO PROFESSIONAL FIREFIGHTERS PAC						
20201028		PR1028	01	10/28/2020	501-0000-201.10-41	PAYROLL SUMMARY	37.00	
20201028		PR1031	01	10/28/2020	501-0000-201.10-41	PAYROLL SUMMARY	3.00-	
						VENDOR TOTAL *	34.00	
0006272	00	SWIFT, AMANDA						
10242020		006796	01	10/27/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0000384	00	TABLE ROCK ASPHALT CONST.						
279486		PI3850 034569	01	10/12/2020	105-4121-530.40-20	1/2" HOT MIX	82.36	
279972		PI3851 034569	01	10/22/2020	105-4121-530.40-20	ICE CNTRL-3/8 STATE CHIPS	948.94	
						VENDOR TOTAL *	1,031.30	
0000399	00	TANEY CO HEALTH DEPT						
2000891		PI3911 034704	01	10/15/2020	101-1095-510.20-99	OCT 2020 ENV SRV AGREEMNT	15,000.00	
						VENDOR TOTAL *	15,000.00	
0000811	00	TANEY CO SHERIFF						
08312020		PI3803 034632	01	08/31/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51687	45.00	
09022020		PI3828 034632	01	09/02/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51697	45.00	
09032020		PI3829 034632	01	09/03/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51707	45.00	
09042020		PI3830 034632	01	09/04/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51715	135.00	
09052020		PI3831 034632	01	09/05/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51720	45.00	
09102020		PI3832 034632	01	09/10/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51735	45.00	
09152020		PI3833 034632	01	09/15/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51766	45.00	
09172020		PI3834 034632	01	09/17/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51780	45.00	
09182020		PI3835 034632	01	09/18/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51783	45.00	
09202020		PI3836 034632	01	09/20/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51795	45.00	
09222020		PI3837 034632	01	09/22/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51804	45.00	
09292020		PI3838 034632	01	09/29/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51838	45.00	
10022020		PI3904 034632	01	10/02/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51852	45.00	
10092020		PI3905 034632	01	10/09/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51880	45.00	
10102020		PI3906 034632	01	10/10/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51885	45.00	
						VENDOR TOTAL *	765.00	
0006355	00	TANEYHILLS COMMUNITY LIBRARY						

PREPARED 10/30/2020,10:11:09
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 11/13/2020 PAYMENT DATE: 10/30/2020

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0006355	00	TANEYHILLS COMMUNITY LIBRARY						
10242020		PI3918 034645	01	10/24/2020	101-1095-510.20-99	2020 EXP REIMB PER CNTRCT	3,839.15	
VENDOR TOTAL *							3,839.15	
0000461	00	TRI-LAKES MOTORS						
418888		PI3915 035071	01	10/12/2020	105-4110-530.20-54	UNIT 225 INSPECTION/SRVC	43.95	
419030		PI3916 035071	01	10/14/2020	105-4110-530.20-54	UNIT 298 INSPECTION/SRVC	47.95	
VENDOR TOTAL *							91.90	
0005155	00	UNITED WAY OF THE OZARKS						
20201028		PR1028		01 10/28/2020	501-0000-201.10-30	PAYROLL SUMMARY	37.10	
VENDOR TOTAL *							37.10	
0006393	00	WILSON, JEFFERY LEE						
10192020		006806		01 10/27/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
VENDOR TOTAL *							50.00	
HAND ISSUED TOTAL ***								14.13-
TOTAL EXPENDITURES ****							320,536.95	14.13-
GRAND TOTAL *****								320,522.82

PREPARED 10/30/2020 10:16:42
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10302020 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/13/2020
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/10
Payment date 10/30/2020

GM
10/30/20

PREPARED 10/30/2020,10:16:42
PROGRAM: GM339L
CITY OF BRANSON, MISSOURI
OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
AS OF: 11/13/2020 PAYMENT DATE: 10/30/2020

PAGE 1

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000470	00	CITY OF BRANSON						
	006785		01	10/26/2020	501-0000-201.10-30	PAYROLL SUMMARY	698.91	
						VENDOR TOTAL *	698.91	
						TOTAL EXPENDITURES ****	698.91	
						GRAND TOTAL *****		698.91