

NOTICE OF MEETING



BOARD OF ALDERMEN

NOTICE 610.020(1) RSMo

Regular Meeting – Tuesday, December 8, 2020 – 6:00 p.m.

VIRTUAL MEETING VIA ZOOM

This meeting is being 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 are in effect. The Board of Aldermen and City Staff will be joining the meeting on an online platform. The public may view and listen to the meeting through links on the City of Branson's website.

City of Branson website: www.bransonmo.gov

View & listen to meeting link: <http://bransonmo.gov/livestream>

Speaker Sign Up Form for Virtual Meetings link: <http://bransonmo.gov/BOASpeakerSignUp>

*Public Comments will be limited to 5 minutes & Discussion on agenda items will be limited to 3 minutes

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION:

- **Ted Martin**

ROLL CALL

AWARDS/RECOGNITIONS:

- **Employee of the Month:**
 - a) **Summer Hankins of the Planning and Development Department to be presented by Alderman Jeff Seay.**
- **Proclamation:**
 - a) **Health Care and Front-Line Worker Day – December 8, 2020**

PUBLIC COMMENT:

To speak during public comment, use the Speaker Sign Up Form for Virtual Meetings through the link listed above. Please submit the form by noon the day of the meeting.

CONSENT AGENDA:

- 1) **Approval of Board of Aldermen Minutes:**
 - a) **November 19, 2020 Study Session**
 - b) **November 24, 2020 Regular Meeting**
- 2) **Acknowledge Receipt of Minutes:**
 - a) **Planning Commission Regular Meeting of November 3, 2020**
 - b) **Budget & Finance Committee and Capital Improvement Committee Joint Meeting of October 22, 2020**
- 3) **Acknowledge Receipt of Community Improvement Districts' (CID) 2021 Budgets:**
 - a) **Branson Hills Infrastructure Facilities CID**
 - b) **Branson Hills CID**
 - c) **76 Entertainment CID**
 - d) **Historic Downtown Branson CID**
 - e) **Forsythe Road CID**
 - f) **Branson Commerce Park CID**
 - g) **Fall Creek Valley CID**
- 4) **Acknowledge Receipt of Annexation Petition filed for:**
 - a) **Property located at 287 Hunter Avenue**
- 5) **Final Reading of Bill No. 5926 accepting the terms of an Agreement between the City of Branson and the Tri-Lakes Biosolids Joint Municipal Utility Commission for Branson to provide contract operation of the Biosolids Dewatering and Drying Facilities and authorizing the Mayor to execute the contract.**
- 6) **Final Reading of Bill No. 5927 approving a contract with S & S Pumping, Inc. to accept holding tank and special waste for treatment at the Branson Wastewater Treatment Facilities and authorizing the Mayor to execute the contract.**
- 7) **Final Reading of Bill No. 5929 accepting the proposal of Branson Regional Arts Council pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract.**
- 8) **Final Reading of Bill No. 5930 accepting the proposal of Elevate Branson pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract.**
- 9) **Final Reading of Bill No. 5931 accepting the proposal of Faith Community Health Center, Inc. pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract.**
- 10) **Final Reading of Bill No. 5932 accepting the proposal of Taneyhills Community Library pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract.**
- 11) **Final Reading of Bill No. 5933 accepting the proposal of Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract.**

- 12) **Final Reading of Bill No. 5934 approving the contract with the Branson/Lakes Area Chamber of Commerce & Convention and Visitors Bureau pertaining to tourism and marketing services and authorizing the Mayor to execute the contract.**
- 13) **Final Reading of Bill No. 5935 accepting the proposal of Suddenlink pertaining to data communications and authorizing the Mayor to execute the contract.**
- 14) **Final Reading of Bill No. 5936 approving a contract with Thinkspace IT pertaining to the purchase of Microsoft Software Licensing and authorizing the Mayor to execute the contract.**
- 15) **Final Reading of Bill No. 5937 accepting the proposal of Newman’s Signs, Inc. pertaining to the purchase of signage supplies and authorizing the Mayor to execute the contract.**
- 16) **Final Reading of Bill No. 5938 approving the second renewal of the services contract with Tradebe Environmental Services, LLC pertaining to the transportation and disposal of household hazardous waste material and authorizing the Mayor to execute the contract.**

REGULAR:

- 17) **A Resolution adopting the City of Branson’s Legislative Agenda for the year 2021.**
- 18) **First Reading of Bill No. 5939 approving the Engagement Letter with Cochran Head Vick & Co., P.C. pertaining to auditing services and authorizing the Mayor to execute the contract.**
- 19) **First Reading of Bill No. 5940 approving an Intergovernmental Agreement between Taney County and the City of Branson for Mutual Aid and Police Services and authorizing the Mayor to execute the contract.**

APPOINTMENTS:

- 20) **Appointments.**

DISBURSEMENTS:

- 21) **Disbursements.**

REPORTS

ADJOURN

Where Values are the Difference
DECEMBER: ACCOUNTABILITY
Accepting responsibility for all your actions

For more information please visit www.bransonmo.gov or contact:
Lisa Westfall, City Clerk, 417-337-8522



STAFF REPORT

ITEM/SUBJECT: RECOGNIZING SUMMER HANKINS OF THE PLANNING AND DEVELOPMENT DEPARTMENT AS THE SERVICE AND EXCELLENCE EMPLOYEE OF THE MONTH FOR DECEMBER, 2020.

INITIATED BY: EMPLOYEE OF THE MONTH COMMITTEE

DATE: DECEMBER 8, 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 December, 2020, to Planning & Development Department Office Assistant III, Summer Hankins.

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

Summer has taken the initiative to take on a leadership role in the implementation of Citizenserve, the Planning & Development Department's new software system that makes the development and building permit process in Branson more efficient and transparent for customers and staff. The success of that project would not have been possible without her helpful attitude she has shown to the citizens of Branson.

Summer's insight and willingness to help and train staff members across all departments has been integral to the program's success. She has gone above and beyond to take on the role of teacher, advocate, and even cheerleader in bringing this system online. Her genuine friendliness and kindness with every person she interacts with is a testament to her commitment to customer service.

On behalf of the Mayor, Board of Aldermen, City Administrator, and City staff, it is my honor to present this plaque naming Summer Hankins as the City of Branson's December, 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

A handwritten signature in black ink, appearing to be "JD", is written next to the "Neutral/None" recommendation option.

COMMUNITY PLAN 2030: Good Governance (PBB)

ATTACHED EXHIBITS:

PROCLAMATION

Office of the Mayor
Branson, Missouri

A PROCLAMATION HONORING HEALTH CARE AND FRONT-LINE WORKERS AND PROCLAIMING DECEMBER 8TH, 2020, AS HEALTH CARE AND FRONT-LINE WORKER DAY

WHEREAS, it is recognized that front line and health care workers must continue to work to keep and protect our community's health and well-being regardless of the circumstances that we are presented with; and

WHEREAS, there is a State of Emergency in our nation, state and municipality that is affecting all our communities because of the COVID-19; and

WHEREAS, workers in our community place themselves at risk each day for the good of all, and

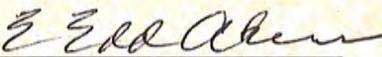
WHEREAS, their tireless, selfless efforts are especially critical today during the COVID-19 pandemic, and

Now therefore I, E. Edd Akers, Mayor of the City of Branson, Missouri, do hereby proclaim the day of December 8th, 2020 as:

HEALTH CARE AND FRONT-LINE WORKER DAY

I encourage everyone to thank a health care and front-line worker in our community. *In Testimony thereof*, I have hereunto set my hand and caused to be affixed the seal of the City of Branson in the State of Missouri on this 3rd day of December 2020.




E. Edd Akers, Mayor

MINUTES

STUDY SESSION OF THE BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
November 19, 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 November 19, 2020, at 12:30 p.m.

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

AGENDA

Presentation on proposed amendments to Chapter 14 Animal Ordinance.

Presentation on 2020 Uniform Crime Report and dispatch calls for service year to date.

Presentation and discussion of 2021 Legislative Priorities.

Presentation and discussion of 2021 and 2022-2025 Goals.

Mayor's Report.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Skains moved to adjourn, seconded by Alderman King. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Meeting adjourned at 2:18 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
November 24, 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 November 24, 2020, at 6:00 p.m. Acting President Simmons called the meeting to order with the "Pledge of Allegiance," the Preamble of the Missouri Constitution and Ted Martin gave the invocation.

Acting President Simmons stated Mayor Akers is unable to attend tonight's meeting. As Acting President, he will be running the meeting but will also maintain his representation for Ward I and will be voting on tonight's matters.

ROLL CALL

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

PUBLIC COMMENT

Acting President Simmons began the Public Comments section of the Board of Aldermen meeting by stating the Board would hear citizens who signed the Speaker's Sheet in the order they are listed on the sheet.

Doug Clark, 121 A Saint Andrews Street, Branson, Missouri, expressed his concerns over what's being done pertaining to COVID-19 lockdowns and testing. Currently, about 230,000 deaths have been attributed to COVID-19, but there are questions about the number of deaths earmarked as COVID-19 and whether or not they are correct. He explained there's been a lot of leeway taken through the Centers for Disease Control (CDC) and national statistics analysis as far as how it was decided to label deaths of people who might have died from it or had it. He gave some perspective on other diseases in comparison to COVID-19 because people aren't paying as much attention to them as they are to COVID-19. He reported 400,000 people die each year from tuberculosis and there are strains of tuberculosis that are incurable. Tuberculosis has been around a long time and people don't seem to be as worried about that as they are COVID-19, which has a 99% survival rate. He added, and people are less apt to die from COVID-19 than from tuberculosis. In the health care system in general, there are errors of 251,000 deaths a year which includes a combination of different things that can happen and about 440,000 deaths a year attributed to the hospital system; things such as wrong medications or things hospitals can't get under control completely. He commented on how genetic sequencing is being used to try to figure out this virus, because no one has isolated the COVID-19 virus. Mr. Clark explained this information is on the CDC's website and he referenced a report from June 2020 pertaining to genome sequencing. He explained, it started out with 37 pairs of a coronavirus, but it wasn't identified specifically as a coronavirus. So it was decided to get these samples from the polymerase chain reaction (PCR) test which is being used to test people for COVID-19. The 37 pairs of coronaviruses are used to model the rest of the 30,000 pairs, so it's non-existent as far as what they're measuring. Mr. Clark commented this is not the only paper that says this as there are a lot of other

publications primarily in the CDC and National Institutes of Health (NIH) that say this. He announced there are COVID-19 vaccines coming out shortly and he urged everyone to take a look at the vaccine inserts before taking any of these vaccines. They tell of any contraindications or side effects and will say the vaccine has never been tested for mutagenic, carcinogenic or effects on fertility. The main reason it says this is because there's a liability factor with these vaccines and they have to tell people what might happen to them. If people take the vaccine voluntarily, they're voluntarily saying they know what's going to happen to them, regardless of whether they take the time to read it and figure it out. Mr. Clark expressed concerns about the World Health Organization (WHO) and the people behind this organization. He pointed out the first Secretary General, Brock 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. The person who's running the organization now which is dictating our health, is a communist from Ethiopia, an anarchist who overthrew the government of Ethiopia. Mr. Clark believes this should raise some eyebrows about what's being done here. He knows it's impossible here in Branson to address all this stuff, but as a nation people need to stop taking advice from people who don't have our best interests at heart other than power and money.

Bruce Denison, 220 Malone Drive, Branson, Missouri, read a statement about his concerns pertaining to 530 Eiserman Avenue which neighbors his property. (See attached handout). In response to the Aldermen's questions, he clarified the orange marker on the map he submitted in his handout is the back yard that was subdivided from the original 150 feet by 75 feet lot to 50 feet by 75 feet. Mr. Denison explained this means the back yard will be 15 feet deep, have a front 25 feet setback and 5 feet on the west side. It's supposed to be per the zoning, 10 feet from the existing structure. He mentioned there has been some digging and stone laid which doesn't look appropriate and he asked for the law to be followed. He explained people had no knowledge of this going in and their comments were not good, so he created a petition and has received 20 signatures from area neighbors. He's had neighbors ask him if he's putting up a garage because the development is going to be five feet from his lot line and he questioned whether he would have bought the house back in 2017 if that structure was already there. He clarified for the Board he doesn't believe there are any covenants for his neighborhood and explained it's just north of the roundabout between Eiserman Avenue and Parnell Drive, across the street from Faith Lutheran Church. The roof of his carport to the roof of the structure to be built looks to be about four or five feet and will be three unrelated people groups on one single family lot. He clarified the orange color is the total of the 50 feet by 75 feet and the structure is five feet from that line, but there's less than 10 feet between the house and the structure to be built which does not appear to comply with the code. He's been trying to figure out the best way to handle the water runoff during the short time he's owned the property and feels it's going to be a compounded problem if it's a hard surface, because any ground absorption is going to be gone. He senses all possible thought wasn't put into subdividing that could have been and the neighborhood's not pleased for the most part. He mentioned the top soil has been dug out, stone has been laid, but there hasn't been any further work done in the last week or so, so it's just loose stone which he's guessing will be the base for the concrete slab. It will be a 1,000 square foot home with a one car attached garage. Discussion.

Gary Groman, 350 S. Wildwood Drive, Branson, Missouri, wished everyone a happy and blessed Thanksgiving and said he believes outside of getting a vaccine when one is available, the most important thing individuals can do to help stop the spread of COVID-19 is to wash their hands, avoid large indoor groups, social distance and wear a mask. Additionally, he believes masks and social distancing provide tools that can enable people to at least enjoy some resemblance of a normal life. He recalled when the COVID-19 ordinance was first announced, Police Chief Jeff Matthews had said education would be a major part of the first phase and Mr. Groman believes he and his officers have done a remarkable job. Mr. Groman expressed appreciation for the Board having the guts and courage to do what others didn't do; listen to health experts and pass a masking ordinance to help protect people. He feels the impact of this ordinance will only be as effective as its enforcement and he believes it's time for enforcement. He mentioned receiving information this morning about enforcement activity increasing and he beseeched the Board to give its full support to the City's Administration, Police Department and Code Enforcement's efforts. He encouraged them to use every tool in their box to obtain instant compliance and he asked the Board members to let them know they have their backs. He reported hospitals and those providing medical services are being taxed to the limits which is a situation sure to be exasperated with anticipated increases of COVID-19 cases between now and Christmas. He commented the police and code enforcers can't do it alone and he asked

the City to encourage citizens to call 911 when they see a business not complying with the ordinance. He believes this would help stop businesses and individuals from spreading COVID-19, taking up scarce medical resources and delaying a return to a more normal lifestyle. He added, at this particular point in the COVID-19 journey, why does the opinion of anyone who cares so little for the health and safety of others even worth considering? He asked if the non-maskers are right and masks don't make a difference, who gets hurt if they wear one compared to the potential harm of what can happen if they are wrong. He shared some examples of non-compliance that he's personally experienced which include three no sign ordinances on the south side of Main Street which he called 911 about. He reported one of the businesses' employees was waiting on customers without a mask on and another business had an employee wearing one that wasn't covering their nose. Another business had no sign and another one had an employee putting food on the shelf with their mask around their chin. Mr. Groman mentioned he drove slowly by entrances today looking for proper signage and found six stores and two restaurants not complying with the sign requirements of the City's ordinance which he took pictures of. In addition, there was someone checking out groceries with their mask around their chin and another instance of a person with no mask being waited on by a masked employee in a grocery store deli. He pointed out the fact that the person was in the store being waited on by an employee indicates a potential violation. Mr. Groman shared another experience he had today in which he asked an employee while getting takeout food if they were still having problems with people wearing masks. The employee informed him they did have some, but they have them pull their shirts up over their faces. Mr. Groman stressed there needs to be enforcement efforts now and he explained some theaters pay the cost of seats lost to ensure social distancing, while others don't and don't enforce masking. This happens quite frequently and there are a lot of cases where normal citizens comply, but also a lot of cases where people are not complying. He feels this makes it tougher for everybody else. Discussion.

CONSENT AGENDA

Acting President Simmons asked if there were any citizens who had any items they wished to have removed from the Consent Agenda for further discussion. Hearing none, Acting President Simmons asked if any member of the Board had any items they wished to have removed from the Consent Agenda. Hearing none, Acting President Simmons asked City Clerk Lisa Westfall to read the items on the Consent Agenda. City Clerk Lisa Westfall read the following Consent Agenda items by title.

Approval of Board of Aldermen Minutes:

- a) November 10, 2020 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Advisory Park Board Meeting of October 20, 2020
- b) Human Resources Committee meeting of October 21, 2020
- c) Outside Program Assistance Committee meeting of November 5, 2020

BILL NO. 5915
Ord. No. 2020-0158

Approving the amendment to the Lease Agreement with Recreational Investment & Management Corp. pertaining to a reduction in base rent for Fiscal Year 2020.

Final Reading of Bill No. 5915, 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 was read by title by City Clerk Lisa Westfall. Voting

aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0158 was duly enacted.

BILL NO. 5916
Ord. No. 2020-0159 **Approving the renewal of the contract with Missouri American Water for water termination services.**

Final Reading of Bill No. 5916, an ordinance approving the renewal of the contract with Missouri American Water for water termination 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. Absent: Akers. Motion carried. Ordinance No. 2020-0159 was duly enacted.

BILL NO. 5917
Ord. No. 2020-0160 **Approving the renewal of the contract with Missouri American Water Company for the purchase of water usage data.**

Final Reading of Bill No. 5917, 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 was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0160 was duly enacted.

BILL NO. 5918
Ord. No. 2020-0161 **Approving the renewal of the contract with Utility Service Company, Inc. for ongoing maintenance and scheduled renovations of the City's Water Towers.**

Final Reading of Bill No. 5918, 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 was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0161 was duly enacted.

BILL NO. 5919
Ord. No. 2020-0162 **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.**

Final Reading of Bill No. 5919, an ordinance 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 was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0162 was duly enacted.

BILL NO. 5920
Ord. No. 2020-0163 **Approving the Intergovernmental Cooperative Agreement between Taney County and the City of Branson pertaining to use of the Taney County Firearms Range.**

Final Reading of Bill No. 5920, 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 was read by title by City Clerk Lisa Westfall.

Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0163 was duly enacted.

BILL NO. 5921
Ord. No. 2020-0164 **Approving the renewal of the contract with Radiophone Engineering, Inc. to provide communication services and repairs.**

Final Reading of Bill No. 5921, 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 was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0164 was duly enacted.

BILL NO. 5922
Ord. No. 2020-0165 **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.**

Final Reading of Bill No. 5922, 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 was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0165 was duly enacted.

BILL NO. 5923
Ord. No. 2020-0166 **Approving the Reimbursement Agreement between the City of Branson and the Taney County Airport.**

Final Reading of Bill No. 5923, an ordinance approving the Reimbursement Agreement between the City of Branson and the Taney County 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. Absent: Akers. Motion carried. Ordinance No. 2020-0166 was duly enacted.

BILL NO. 5924
Ord. No. 2020-0167 **Accepting the proposal of Unifirst Corporation pertaining to the rental of uniforms and shop towels for the City.**

Final Reading of Bill No. 5924, 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 was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0167 was duly enacted.

BILL NO. 5925
Ord. No. 2020-0168 **Amending the adopted 2020 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson, Missouri Regional Airport TDD.**

Final Reading of Bill No. 5925, 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 was read

by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Ordinance No. 2020-0168 was duly enacted.

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

REGULAR AGENDA

RESOLUTION NO. 2020-R029

Appointment of a Representative and Alternate to the Tri-Lakes Biosolids Joint Municipal Utility Commission.

A Resolution for the appointment of a Representative and Alternate to the Tri-Lakes Biosolids Joint Municipal Utility Commission was read by title by City Clerk Lisa Westfall and a staff report was provided by Utilities Director Mike Ray. Acting President Simmons asked for a motion adopting the resolution. Alderman King moved to adopt, 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. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried. Resolution No. 2020-R029 was adopted.

BILL NO. 5926

Accepting the terms of an Agreement between the City of Branson and the Tri-Lakes Biosolids Joint Municipal Utility Commission for Branson to provide contract operation of the Biosolids Dewatering and Drying Facilities.

First Reading of Bill No. 5926, an ordinance accepting the terms of an Agreement between the City of Branson and the Tri-Lakes Biosolids Joint Municipal Utility Commission for Branson to provide contract operation of the Biosolids Dewatering and Drying Facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Utilities Director Mike Ray. Acting President Simmons asked for a motion approving Bill No. 5926. Alderman King 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.

BILL NO. 5927

Approving a contract with S & S Pumping, Inc. to accept holding tank and special waste for treatment at the Branson Wastewater Treatment Facilities.

First Reading of Bill No. 5927, an ordinance approving a contract with S & S Pumping, Inc. to accept holding tank and special waste for treatment at the Branson Wastewater Treatment Facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Utilities Director Mike Ray. Acting President Simmons asked for a motion approving Bill No. 5927. Alderman Whiteis so moved, seconded by Alderman Skains. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

BILL NO. 5929

Accepting the proposal of Branson Regional Arts Council pertaining to the provision of services to provide Temporary Public Assistance.

First Reading of Bill No. 5929, an ordinance accepting the proposal of Branson Regional Arts Council pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Fire Chief Ted Martin. Acting President Simmons asked for a motion approving Bill No. 5929. Alderman King so moved, seconded by Alderman Skains. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

BILL NO. 5930

Accepting the proposal of Elevate Branson pertaining to the provision of services to provide Temporary Public Assistance.

First Reading of Bill No. 5930, an ordinance accepting the proposal of Elevate Branson pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Fire Chief Ted Martin. Acting President Simmons asked for a motion approving Bill No. 5930. Alderman King so moved, seconded by Alderman Skains. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

BILL NO. 5931

Accepting the proposal of Faith Community Health Center, Inc. pertaining to the provision of services to provide Temporary Public Assistance.

First Reading of Bill No. 5931, an ordinance accepting the proposal of Faith Community Health Center, Inc. pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Fire Chief Ted Martin. Acting President Simmons asked for a motion approving Bill No. 5931. Alderman Whiteis so moved, seconded by Alderman Seay. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

BILL NO. 5932

Accepting the proposal of Taneyhills Community Library pertaining to the provision of services to provide Temporary Public Assistance.

First Reading of Bill No. 5932, an ordinance accepting the proposal of Taneyhills Community Library pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Fire Chief Ted Martin. Acting President Simmons asked for a motion approving Bill No. 5932. 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. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

BILL NO. 5933

Accepting the proposal of Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide Temporary Public Assistance.

First Reading of Bill No. 5933, an ordinance accepting the proposal of Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide Temporary Public Assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Fire Chief Ted Martin. Acting President Simmons asked for a motion approving Bill No. 5933. 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.

BILL NO. 5934

Approving the contract with the Branson/Lakes Area Chamber of Commerce & Convention and Visitors Bureau pertaining to tourism and marketing services.

First Reading of Bill No. 5934, an ordinance approving the contract with the Branson/Lakes Area Chamber of Commerce & Convention and Visitors Bureau pertaining to tourism and marketing 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 City Attorney Chris Lebeck. Acting President Simmons asked for a motion approving Bill No. 5934. Alderman Skains so moved, seconded by Alderman Whiteis. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter.

Marshall Howden, 106 Rose Oneill Drive, Branson, Missouri, feels Alderman Simmons' comments from a previous meeting regarding Bill No. 5599 were prophetic in a sense, because he said the next time this gets brought up we would probably be in the same place. Mr. Howden feels this is where this is at right now; not to say there hasn't been some amazing work done by people on this Board and in the community, but he thinks it's important to note. Mr. Howden explained this topic has a lot of things that go in concurrency with each other and he mentioned the Chamber of Commerce just had its 5 in FIVE study which some really great things came out of. He feels the question is how to act on these things moving forward and not just continue to have discussions. He reiterated the difference between the concepts of marketing and messaging. Marketing is the tax dollars contracted with these different entities and messaging includes things that can come from this Board or can be erroneous talking points spread on Facebook about Branson's shows. He added, or when the Springfield Newsleader published an article about there being a rift between the shows and City Hall and he pointed out how messaging is so important moving forward with that. He thinks the City should establish a Music and Theater Commission at City Hall like other cities have. He reported the 5 in FIVE Sound Diplomacy CEO was very comfortable with that and understood it's something that's done in many cities. Mr. Howden commented it's all about bringing this forward, moving in one direction and he really appreciates the Board's time and hopes to see action on this.

Chris Myer, 269 State Highway 248, Branson, Missouri, explained he's in the lodging and ticketing business in the community and he's served on the District Marketing Council (DMC) for years and was the chair for a couple of years. He mentioned starting on the Tourism Community Enhancement District (TCED) Board when it first began and now he's on the TCED Board representing the County. He's not here tonight representing any of these entities or the Chamber, but as an individual business owner. He shares this because he has intimate knowledge of how this process has worked over the years and wants to offer suggestions on how the City can make this contract even better. He referred to the detailed analysis which requires all marketing materials to carry the City of Branson logos and he asked what if the City of Branson's logo is different than the community's logo. He explained if they change, they're never changed in unison and he asked if marketing material was just printed materials or included everything. He feels there's a huge opportunity for improvement with the contract's scope of services which talks about marketing outside Branson within a 30 mile radius. He pointed out the document also says media will be used to promote

Branson locally and he expressed concerns that 30 miles is too close. He referred to the fourfold items which includes: attracting overnight visitors to Branson, increasing tourism and City tax revenue, increasing demand in Branson for hotel, motel, resort and campground inventory for the purposes of increasing occupancy, and increasing the demand for all other local attractions including live shows, entertainment and entertainment located in Branson for visitors of all ages throughout the term of this contract. He added, so if only one more person comes to town it could be considered a success. He stated there's a thing called SMART when it comes to goals and stands for: specific, measurable, achievable, relevant and time-bound. He explained there's nothing in this document that's measurable and suggested establishing what the City is striving for in all these categories. He would reword this under demand for live shows, attractions, retail and dining in Branson to include individual percentages and he asked how much the individual percentages or dollar amounts would need to go up to be considered successful. He commented it's not just about inflation as there has to be percentage increases for inflation, but he feels the City needs to look at this long-term. He reported the theater industry has been down since December 2018 which should greatly concern everyone and is part of the reason Sound Diplomacy did the theater study. He doesn't know how effectiveness and results would be measured based on the scope of services and he challenged the Board to get specific, measurable, achievable, relevant and time-bound goals. Mr. Meyer stated there's no mention about first-time visitors which the community has had as a goal to achieve 25% first-time visitors. He referenced the pages that talk about using the Marketing Oversight Committee and he asked if it's the TCED's Marketing Oversight Committee. He added, if it is that should probably be spelled out in the document. He asked what happens if the Marketing Oversight Committee (MOC) and the City aren't in alignment, because they have different constituents, districts and people who aren't even inside City limits. He explained this may or may not happen, but the question has to be asked because the City's not picking who is on the MOC. He asked how the City would make sure it has proper representation on the MOC which it has no control over. A theater may or may not be picked to be on it and he asked how the City will have the MOC, another political entity, represent the City. He doesn't know the answer to that question and while it doesn't mean the MOC is bad or good, if the City wants to protect its interests it would have to ask how that would work. Mr. Myer inquired who is determining the criteria to judge the success of the campaign; the City, MOC or Chamber of Commerce and CVB, because it needs to be clearly defined. He mentioned the scope of the marketing and promotion arrangements says it will not market or promote the City as a tourism destination in any manner which is intended or likely to produce a direct benefit to the contractor or any affiliate, subcontractor, private person or business over and above that gain by the City as a whole. He asked how this would be determined and he thinks there are times when individual businesses are going to show up on the ad more than others and it's necessary to feature entertainers so people will come to town. Currently, Rhonda Vincent is in Branson and he feels Branson should be telling everyone she's here with her friends at the Andy Williams Theater and she should be in the Christmas commercial. He added, if she gets benefit, great, because he's trying to maximize visitors and put out the things that are going to drive the most visitors. He knows that's tough for some people to hear, but the people who aren't in the commercial will still benefit because there's more visitors in town. He doesn't understand the part about the benefit to the City as a whole, because there's so much to do in this town it's impossible to put everything in a commercial. He emphasized the need to feature the entertainers and attractions that will drive the most visitors to town. He explained the document talks about quarterly marketing reports, but there's no mention about show or attraction revenue and he feels the Board needs to see this when the Chamber of Commerce and CVB is giving its report. He suggested adding that and feels what's really missing in the document is how Sound Diplomacy's study fits with it because here's no mention of it. He reported one of the items Sound Diplomacy talked about was the office of theater innovation and he feels the City has a great opportunity to help guide that and advocate for the theater industry. He thinks the Board has an opportunity before the second reading to make those changes and get this right. What's happening in the market is the hotel industry is way down, the theater industry is down more than the hotel industry and Branson has to make sure it's measuring the right things and holding people accountable. The more people who come here and spend money will be beneficial for everybody and he welcomed any questions. He recalled when theaters closed down in March, he tried to keep one hotel open longer, but he couldn't do it and he expressed he's an advocate for the theater industry because that's what makes Branson truly unique and different as a community. Mr. Meyer encouraged everyone to read the theater study which contains good information and he mentioned learning from it, Branson's customers love its entertainment. He feels the problem is that Branson is its own worst enemy in the community, because people rate the theater industry worse or less than the guy that's coming into town.

He thinks Branson has to embrace its theater and entertainment community and he mentioned seeing a presentation at the Missouri Governor's Conference about tourism in Nashville, Tennessee, that he wishes everyone in Branson could've seen. He explained Nashville integrates entertainment into everything it does, even though it has a lot of other industries. He gave an example that even their bike racks look like a music notes because the City embraces entertainment. It saddens him that Branson has some of the best live family entertainment in the country, but doesn't give them their due. He believes the community needs to start looking at the perspective of the outside entertainer and explained people can't live on just three months of summer attractions business. He clarified, obviously people go to other attractions other times of the year, but that's the primary draw. He doesn't think all the things he addressed here tonight the TCED Board addressed because he's just one member of its Board. When going through contract negotiations, he had a long list of items, some were included and some were not and of what he calls SMART goals, not all of them were put in there. He explained if Branson doesn't know where it's going, it's going to take a lot longer to get there and he believes the City has to help determine where Branson's going. Discussion.

Acting President Simmons asked for comments from the Board. Discussion. Alderman Milton provided a PowerPoint presentation to the Board. (See attached handout).

Alderman Skains left the meeting at 7:30 p.m. and returned at 7:31 p.m.

Jonas Arjes, introduced himself as the Interim President and CEO of the Branson Lakes/Area Chamber of Commerce and Visitors Bureau. In response to the Board's questions, he explained the Chamber is the Destination Marketing Organization (DMO) and he thinks it can be debated whether Branson is only the City limits of Branson or the destination incorporating the greater region known, which has a brand awareness of Branson. He explained live entertainment is one of the three pillars of the marketing plan approved by the TCED. He understands some of the concerns and he's not opposed to any key performance indicators because he prefers that an organization have measurable standards and metrics it can be held accountable to. He asked what those metrics are and expressed if the Chamber is going to be held accountable to them, but have very little influence on how it performs, that would be a tough agreement to be a party to. He mentioned there were discussions about measuring tax revenue and he referred to Alderman Milton's presentation slide that showed receipts being down and he explained that's under the assumption that everybody's collecting and remitting and he asked if those were the facts. There has to be consistency and he thinks there were great discussions as a staff team and he feels the City gave ample opportunity to review the contract. He reported there were no less than six senior staff and Board members reviewing this contract. He wants to make sure to do the right thing and do what everyone wants to do. He explained there's no one in his organization who doesn't want the best for the theater industry market and they work hard to drive visitation, get people to stay longer and spend more money. That's the objective and he doesn't know how measurable or what metrics can be used to demonstrate that. He expressed people have to be cognizant about trying to segregate reporting methods and reminded everyone that 100% of the 25% of marketing dollars minus the 2% administration goes straight to marketing. He commented if there needs to be administrative layers on top of that, please don't put or suggest anything in the contract that somebody should do without having a direct source of revenue identified how it gets paid for. In response to the Board's questions, he explained his educated guess regarding why Stone County is up so much for 2019 is because Silver Dollar City had reported a record year for attendance which would have some basis to that increase. He believes the newsletter is paid content for those who want to advertise in the newsletter. Discussion.

Alderman Skains made a motion to call the question, seconded by Alderman Whiteis. Voting aye: King, Whiteis, Skains and Seay. Nays: Simmons and Milton. Absent: Akers. Motion carried.

Acting President Simmons called for a vote on Bill No. 5934. Voting aye: King, Whiteis, Simmons, Skains, and Seay. Nays: Milton. Absent: Akers. Motion carried.

The meeting recessed at 7:55 p.m. and reconvened at 8:00 p.m.

BILL NO. 5935

Accepting the proposal of Suddenlink pertaining to data communications.

First Reading of Bill No. 5935, an ordinance accepting the proposal of Suddenlink pertaining to data communications 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. Acting President Simmons asked for a motion approving Bill No. 5935. Alderman Skains so moved, seconded by Alderman Seay. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

BILL NO. 5936

Approving a contract with Thinkspace IT pertaining to the purchase of Microsoft Software Licensing.

First Reading of Bill No. 5936, an ordinance approving a contract with Thinkspace IT pertaining to the purchase of Microsoft Software Licensing 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. Acting President Simmons asked for a motion approving Bill No. 5936. Alderman Skains so moved, seconded by Alderman Seay. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

BILL NO. 5937

Accepting the proposal of Newman's Signs, Inc. pertaining to the purchase of signage supplies.

First Reading of Bill No. 5937, an ordinance accepting the proposal of Newman's Signs, Inc. pertaining to the purchase of signage 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 Public Works Director and City Engineer Keith Francis. Acting President Simmons asked for a motion approving Bill No. 5937. Alderman King so moved, seconded by Alderman Skains. Acting President Simmons asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Acting President Simmons asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: Akers. Motion carried.

BILL NO. 5938

Approving the second renewal of the services contract with Tradebe Environmental Services, LLC pertaining to the transportation and disposal of household hazardous waste material.

First Reading of Bill No. 5938, an ordinance approving the second renewal of the services contract with Tradebe Environmental Services, LLC pertaining to the transportation and disposal of household hazardous waste material 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. Acting President Simmons asked for a motion approving Bill No. 5938. Alderman King so moved, seconded by Alderman Seay. 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.

APPOINTMENTS

Acting President Simmons stated this appointment process is in accordance with the Board and Committee Appointments Procedure. Acting President Simmons announced the Mayor's appointment for Category 4:

Category 4:

Branson Housing Authority:

Doug Baker, Appointment to the Branson Housing Authority Board to fill the unexpired term of Don Baker until September 2022.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman Whiteis stated 2020 has been a rough year, but there are still things to be thankful for and he wished everyone a happy Thanksgiving.

Alderman Skains wished everyone a happy and safe Thanksgiving.

Alderman Milton announced he will be running for re-election for Ward II in April.

Acting President Simmons thanked everyone for putting up with him running the meeting this evening and said he appreciates the practice.

City Administrator Stan Dobbins mentioned the December 17th Study Session has been cancelled and announced the crane will be removed from 76 Country Boulevard tomorrow so traffic lanes will be opened back up. He invited everyone to attend the tree lighting ceremony at Liberty Plaza on Friday and wished everyone a happy Thanksgiving. He thanked the Board members for all they do.

ADJOURN

Acting President Simmons 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. Absent: Akers. Motion carried. Meeting adjourned at 8:27 p.m.

Bob Simmons
Acting President

Lisa Westfall
City Clerk

Handout provided by Bruce Denison during Public Comment

Handout - Speaker Bruce Denison



Fw: 530 Eiserman

From: Bruce Denison (brucedenison@sbcglobal.net)

To: brucedenison@sbcglobal.net

Date: Monday, November 23, 2020, 03:36 PM CST

Subject :530 Eiserman

When infants are learning to talk, one of their first words are Mine !

When grade school children gets a bike and someone else picks it up and takes it for a ride...the child owner says" Hey that's mine"

When a high school or college student gets their first car and some one else damages it...the student owner says hey you damaged my car

When adults work for years and save to purchase a home and someone or something changes their surroundings....the home owner say "...hey your changing my surroundings".

Upon asking Joel about what the zoning was for the homes on Eiserman...Joel answered Single Family

I commented that the 530 Eiserman home was divided into a duplex for renting...and another home was to be built in the back yard. The response I got was that the back 50' of the yard/lot was "Sub-divided".

My response was... "so there will be 3 unrelated people living on a lot that was zoned Single Family.

Upon asking if I had missed a mailing or hearing meeting, I was told the decision was an administrative decision. To sub-divide a parcel to allow another 1,000 sq ft home to be built in the back yard gives the appearance that the city is negating their own Single Family zoning.

Asking when the zoning was done. The answer was the zoning was "overhauled" April 2018 by a Consulting Firm

Asking if there was any consideration of the neighbors home values ...I'm not remembering any answer...

A neighbor asked me if I was building another garage. As I talked with other neighbors they were perplexed that no notice or hearing was given. My input was taken away...

The neighbor next door to 530 Eiserman commented that she was having a family room addition built on the back of her home. Also commented "...my view is being taken away"

The renter (who works at Cox Hospital) in the back half of the 530 Eiserman duplex has her 7 year old grandson visit on the weekends. The back yard he played in has been taken away. I've personally seen him playing along the curb the past couple weekends

Neighbors on Parnell were not pleased to learn about the Density change. I heard "...how is that going to affect My value"

My own residence to the east of 530 Eiserman, has a concern about a 10" to 14" wide water run off causing a "v" in my lawn. Any ground absorption will be gone with a 1,000 sq ft home on the lot that will be 5' from my lot line causing more water run-off on to my lot. I'm requesting the City to consider drainage help or a berm to redirect the water away from my front lawn to defer any further erosion on my lot. I'm also asking for a permit for a fence up to 12' depending on the height of the home 5' from my lot line

Who are the winners and who are the loser's ? The city gets another property tax bill and the property owners will sell it for a profit.

What about all the other neighborhood tax payers already mentioned ?

Bruce

Houderl

334 3345

Comm. Div Meetings Planning Zoning Commission

ORDINANCE

§ 10-28

(c) Dimensions. Development in the LDR District shall conform to the following dimensional standards:

Table 10-28.1 LDR Dimensional Requirements

Development Type	Lot		Setbacks (min. ft.)				Development Coverage (max.)		Max. Height (ft.)
	Front	Side/Rear	Front	Side/Rear	Side/Rear	Front	Side/Rear		
Residential Single-Family	5,000	40	25	5	25	15	0.14	—	35
Residential Two-Family	7,500	40	25	5	25	15	0.14	—	35
Accessory	—	—	Not permitted	5 ft	5 ft	15 ft	—	—	15

(a) In all locations where building lines, setback lines or yard lines are shown on plats that have been recorded in the office of the recorder or clerk of the county, the main, rear or front yard shall be as shown on the plat.
 (b) If not required between primary and accessory structures, when a building permit is not required for accessory structures, it may be reduced to two feet.

Ord. No. 2018-0999, § 2, 4-10-2018

Ord. No. Medium Density Residential District (MDD)

(a) Purpose. The Medium Density Residential District hereby is a zoning unit of a density of 10 to 15 dwelling units per acre, and includes both attached and detached housing structures. The Medium Density Residential District is intended to accommodate a variety of housing types, styles and sizes at moderate densities to provide diverse housing options and accommodate the range of age groups, lifestyles and economic levels within the community. Medium Density Residential Districts also accommodate civic, open space and other limited nonresidential uses that are thoughtfully integrated as part of a complete neighborhood. Medium Density Residential Districts permit smaller lots, smaller units and more varied housing configurations than Low Density Residential districts, allowing for more flexible land development, and more sustainable housing access for residential. Established neighborhoods around the downtown, and new neighborhoods adjacent to employment and activity centers, are ideal locations for Medium Density Residential Districts.

(b) Uses. All uses in the MDD District shall conform to Table 10-28.1, Permitted Uses.

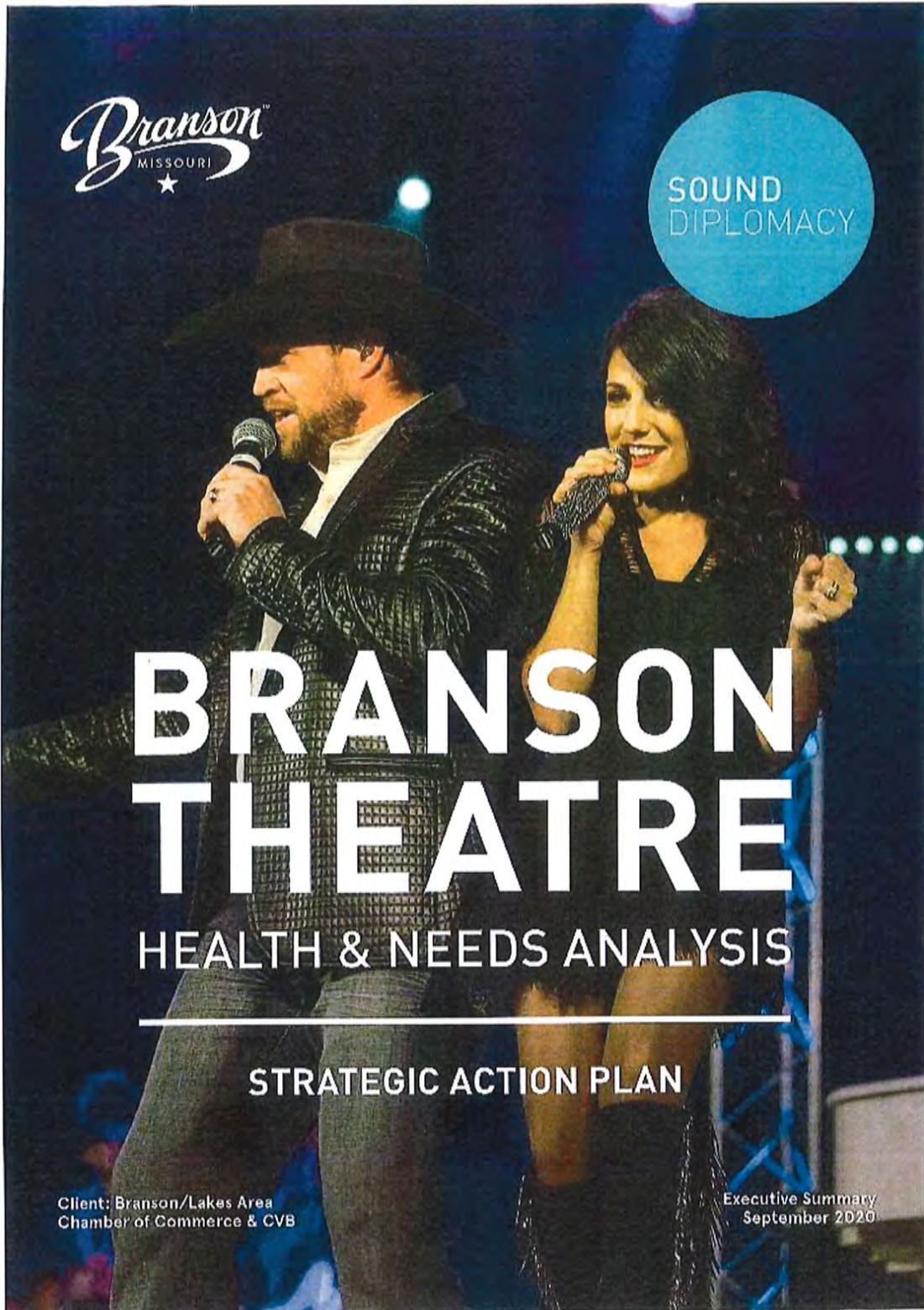
(c) Dimensions. Development in the MDD District shall conform to the following dimensional standards:

Table 10-28.1 MDD Dimensional

Development Type	Lot		Setbacks (min. ft.)				Development Coverage (max.)		Max. Height (ft.)
	Front	Side/Rear	Front	Side/Rear	Side/Rear	Front	Side/Rear		
Residential Single-Family	5,000	40	25	5	25	15	0.14	—	35

Ord. No. 7

49304-79



ECONOMIC IMPACT



2. ECONOMIC IMPACT

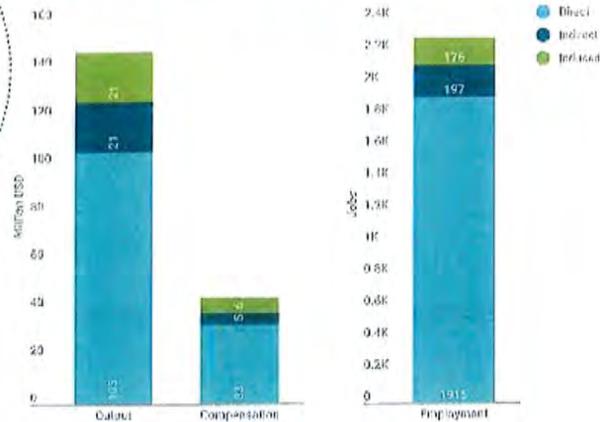
Branson's live theatre and music ecosystem created a direct economic impact of 1,915 jobs, \$33 million in earnings and \$105 million in economic output. When including the indirect and induced economic effects, Branson's live theatre and music ecosystem generated a total output of \$147 million and a Value Added (GVA) of \$118 million to the local economy in 2016.¹

The total number of jobs² generated and supported by the music sector in the area was 2,288, which accounted for 8.94% of employment in Taney County. The total earnings generated within the Branson Performing Arts and Music Ecosystem totaled \$44 million (Figure 1).

DIRECT IMPACT

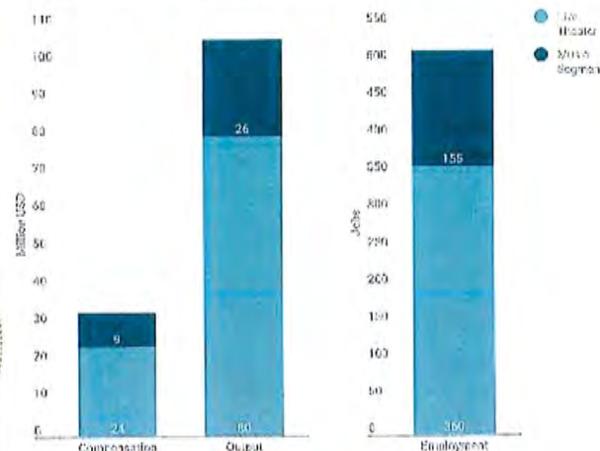
Looking at the two individual segments (live theatre segment vs. music segment), the live theatre segment supported 81% of the direct employment, 75% of the direct output and 73% of the direct compensation generated by Branson's live theatre and music ecosystem (Figure 2).

FIGURE 1: BRANSON LIVE THEATRE AND MUSIC ECOSYSTEM ECONOMIC IMPACT



Source: Business Patterns (2016), RIMA II, Sound Diplomacy Research

FIGURE 2: DIRECT IMPACT BY SEGMENT, 2016



Source: Business Patterns (2016), RIMA II, Sound Diplomacy Research

INDIRECT IMPACT

In 2016, the indirect economic impact of the live theatre and music ecosystem in Branson reached an output of \$21 million, while the sum of the indirect earnings (compensation) reached \$5 million. At the same time, it is estimated that 197 jobs were indirectly supported by the live theatre and music ecosystem in 2016.

Keeping consistent with the distribution of the impact among the segments, it was estimated that 85% of the indirect employment and 83% of the indirect output of Branson's live theatre and music ecosystem was supported by the theatre segment in 2016.

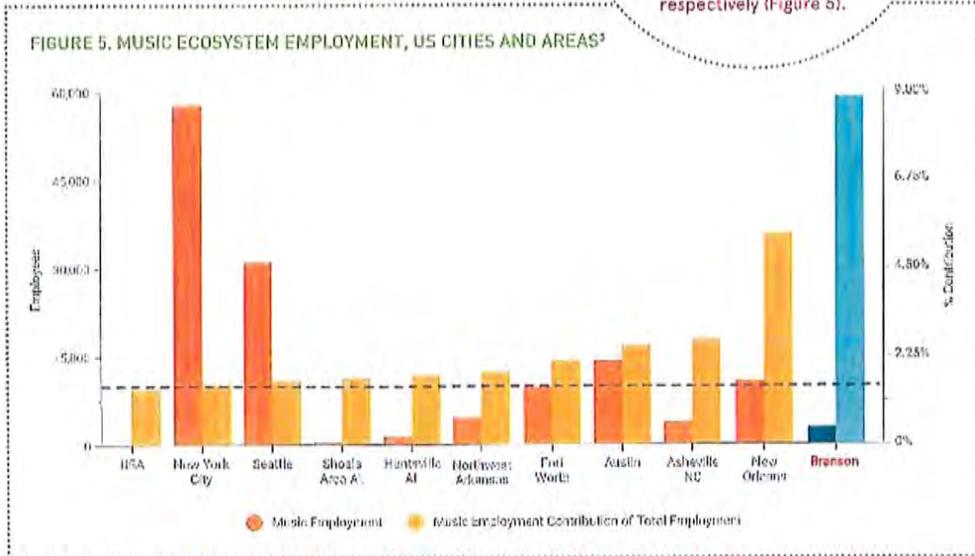
INDUCED IMPACT

The induced output of the live theatre and music ecosystem in Branson reached \$21 million in 2016 and supported 176 jobs, with an induced compensation of \$6 million. 72% of the induced output, 72% of the jobs supported and 74% of the induced compensation of Branson's live theatre and music ecosystem come from the theatre segment.

BRANSON IN COMPARISON

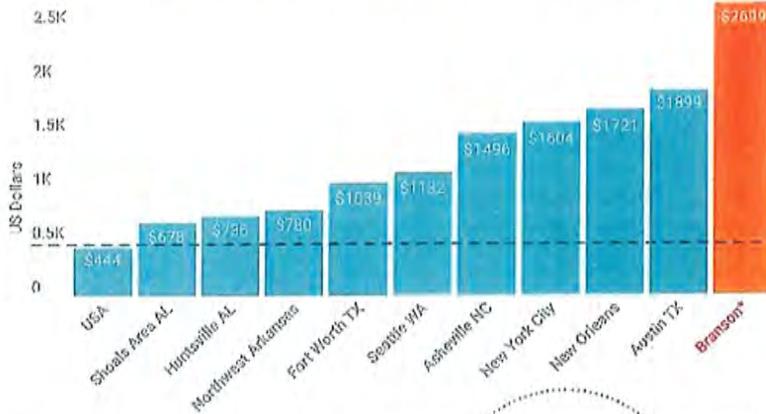
For Branson, the theatre and music sectors directly and indirectly support 8.96% of Taney County employment. This figure exceeds the contribution made by the music sector in the other cities and places that have similar reports, such as New Orleans or Austin, where the music ecosystem contribution reached 5.37% and 2.55%, respectively (Figure 5).

3. Current figure includes live theatre employees in addition to music ecosystem employees.
 4. The output percentage of the other cities and regions only takes into account the music ecosystem, while Taney County's analysis also includes the theatre sector.



How important the Theater industry is to Branson

FIGURE 6. MUSIC ECOSYSTEM OUTPUT PER CAPITA IN USD, US CITIES AND AREAS AND LIVE THEATRE AND MUSIC ECOSYSTEM PER CAPITA IN BRANSON



The importance of the Theater industry to Branson.

The music output per capita in the United States is \$444. In Branson/Taney County this figure reached \$2,699 in 2016.⁴

In the case of cities such as Austin and New York, which have high flows of music tourism and strongly consolidated industries, this figure is \$1,899 and \$1,604, respectively (Figure 6).

FIGURE 7. NUMBER OF MISSOURI'S LIVE THEATRE AND MUSIC ECOSYSTEM ESTABLISHMENTS BY COUNTY, 2016



With 126 establishments, Taney County ranks in the top 5% of counties in Missouri. The county with the highest number of live theatre and music establishments is St. Louis County (709) followed by Jackson County (474), St. Louis city (277) and Greene County (214) (Figure 7).

4. RESEARCH AND ENGAGEMENT SWOT ANALYSIS

STRENGTHS

- **Big economic impact:** Branson's live theatre and music ecosystem created an economic impact of **2,288 jobs, \$44 million in earnings and \$147 million in economic output.**
- **Live theatres support 81%** of the direct employment, **75%** of the direct output and **73%** of the direct compensation generated by Branson's music ecosystem.
- **Live theatre entertainment drives visitation in Branson.**
- High number of Branson live theatres and shows result in **lots of choices.**
- **Visitors highly rate** Branson's live theatre industry and **interest in live shows remains high.**
- The average Branson visitor attends **two to three shows** during their Branson visit.
- **Baby boomers are Branson's core theatre audience** attending more shows than their younger counterparts or those who visit for other attractions; boomers can travel year-round due to limited commitments to jobs or kids.
- **Visitors prefer variety shows and dinner shows,** which are prominent theatre formats in Branson.
- Most theatres/shows report making **marketing investments their top priority** for the next three years, followed by changes to their marketing strategy.
- The better performing theatres/shows report that **investments in new theatre productions** (costumes, staff, choreographers), changing their **ticket selling strategy,** investing in **marketing** and changing their marketing strategy had the **highest impact on their financial success** in the past five years.

WEAKNESSES

- The local live theatre audience only attend shows **once per year.**
- **Branson visitors prefer medium sized and small venues,** yet most existing theatres are larger in size, often resulting in **half-empty shows,** which may give an appearance of an unpopular or unsuccessful show.
- **Lack of small, non-theatre style venues** which could host Branson's low-production-value shows.
- Some **dated theatre venues.**
- For the younger (non baby boomer) Branson visitor, **show content can feel dated and lack appeal.**
- Nearly half of show operators who rent a venue do not collect their own customer data, limiting their customer marketing abilities.
- **Low engagement of the theatre industry with its related advisory boards,** such as the Show Task Force or the Theatre League; hence **limited unity** around common goals and needs.
- Show/Theatre license requirements do not take **financial stability or quality standards** into consideration.
- Some theatres/shows lack **marketing budgets** and desire better marketing know-how.
- **Limited opportunities to experience live music** in Branson **outside of the theatre show industry.**
- **Gender wage gap:** on average, men **earn double what women earn** in Branson's live theatre and music ecosystem, particularly in professional and supporting activities.
- **Lacking local music and theatre industry support networks,** such as music related businesses and theatre or music education programs.



CONCLUSION

This report is the culmination of 12 months of research, stakeholder engagement and investigation. The four areas of priority and 13 recommendations are aimed at ensuring that Branson develops into a city with a world-class theatre industry. It demonstrates the significant value that the theatre industry has to Branson's economy, as a sector representing over 8% of the county's total workforce.

While there are a number of actions to take, the opportunity to boost the theatre industry and ensure that it remains a strong tourism driver for years to come is significant. The one thing that is difficult to manufacture – great music – happens every day in Branson. The rest is process and strategy, all of which can be delivered successfully through the actions and recommendations.

Sound Diplomacy's objective is that this report is seen as the beginning of a process, rather than a race. Considering the current COVID-19 pandemic, some of these recommendations will have to take the back-seat to more pressing issues at hand. However, these recommendations are intended to strengthen Branson's music and theatre ecosystem for a long time.



ABOUT SOUND DIPLOMACY



Sound Diplomacy is the leader of the global music cities movement. As strategists for cities, developers, large private sector organizations and governments, Sound Diplomacy provides cutting edge research and market expertise in placing music and night time economy strategies in city, urban and development plans. Sound Diplomacy works in over 20 countries and counts the Mayor of London, City of San Francisco, Lendlease, Walton Family Foundation and the City of Brisbane as clients. They also run the global leading series of conferences of music and public policy, called Music Cities Events.

ACKNOWLEDGEMENTS

The writers of this study would like to thank every individual who worked with us, took an interest in the report, responded to the survey, attended a roundtable and shared information. The participation and input is invaluable and the work could not have been completed without it.

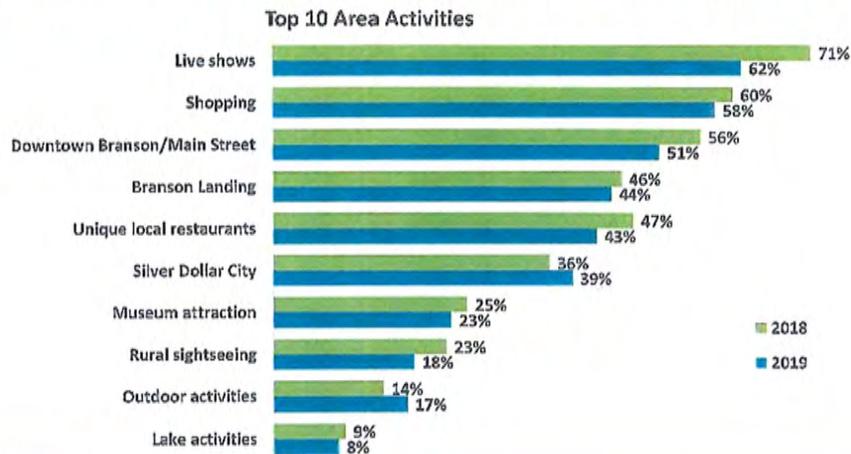


2019 YEAR END MARKETING REPORT

Branson Convention & Visitors Bureau
March 10th, 2020



The most popular area activity categories continue to be Live Shows, Shopping and Downtown Branson. Although, these activities each dipped in 2019 while Silver Dollar City and Outdoor Activities increased.



Q14: Did you do any of the following on this trip to the Branson/Lakes area...? Please select all that apply.

17
RESPONDENT BASE: ALL RESPONDENTS | N=2,185

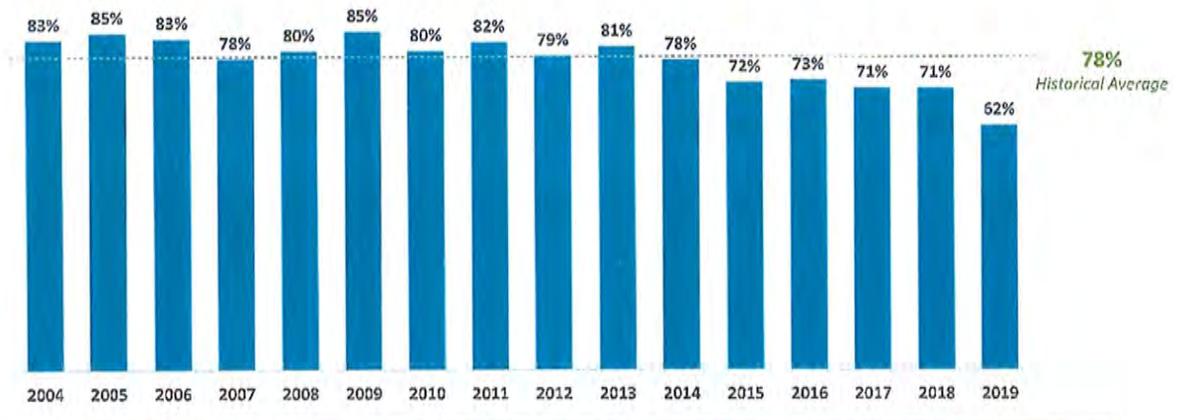
Key Takeaways

- **Rubber Tire Visitors.** Despite generating a significant number of visits from Outer Markets (301+ miles), most travelers still use personal vehicles to visit Branson (83%, +2pts); though, air travel continues to inch upward as well (+0.2pts to 4.5% in 2019). Most visitors who fly use the Springfield-Branson National Airport (73%, +10pts). However, the addition of new carriers with new destinations in 2018 was able to increase usage of BKG once again, up to 6.3% in 2019.
- **Shifts in Market Drivers.** Live Shows continue to be Branson's primary driver of visitation, but the ratio of visitors patronizing shows has been declining the past 4 years (-9pts to 62%). Silver Dollar City and shopping continue to round out the top 3 "functional" drivers of visitation to Branson, both of which experienced an increase in their share influence compared to 2018 (+1pt and +4pts, respectively).
- **Visitor Spending Holds Strong.** On average, Branson visitor parties spent \$982 during their stay in 2019, up slightly from the \$972 spent last year. The farther visitors travel to visit Branson, the more money and nights they tend to spend in the area.



Live Show participation among Branson visitors fell to 62% in 2019, marking the lowest ratio of show visitors ever recorded.

Live Show Participants

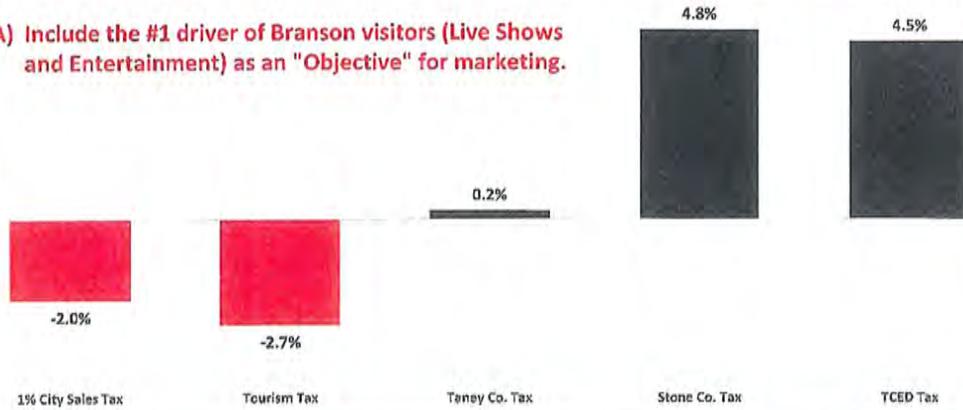


18
RESPONDENT BASE: ALL RESPONDENTS | N=2,183

Branson's 1% Sales Tax and Tourism tax revenues in 2019 were lower than last year's, while all other tax sources experienced YOY growth.

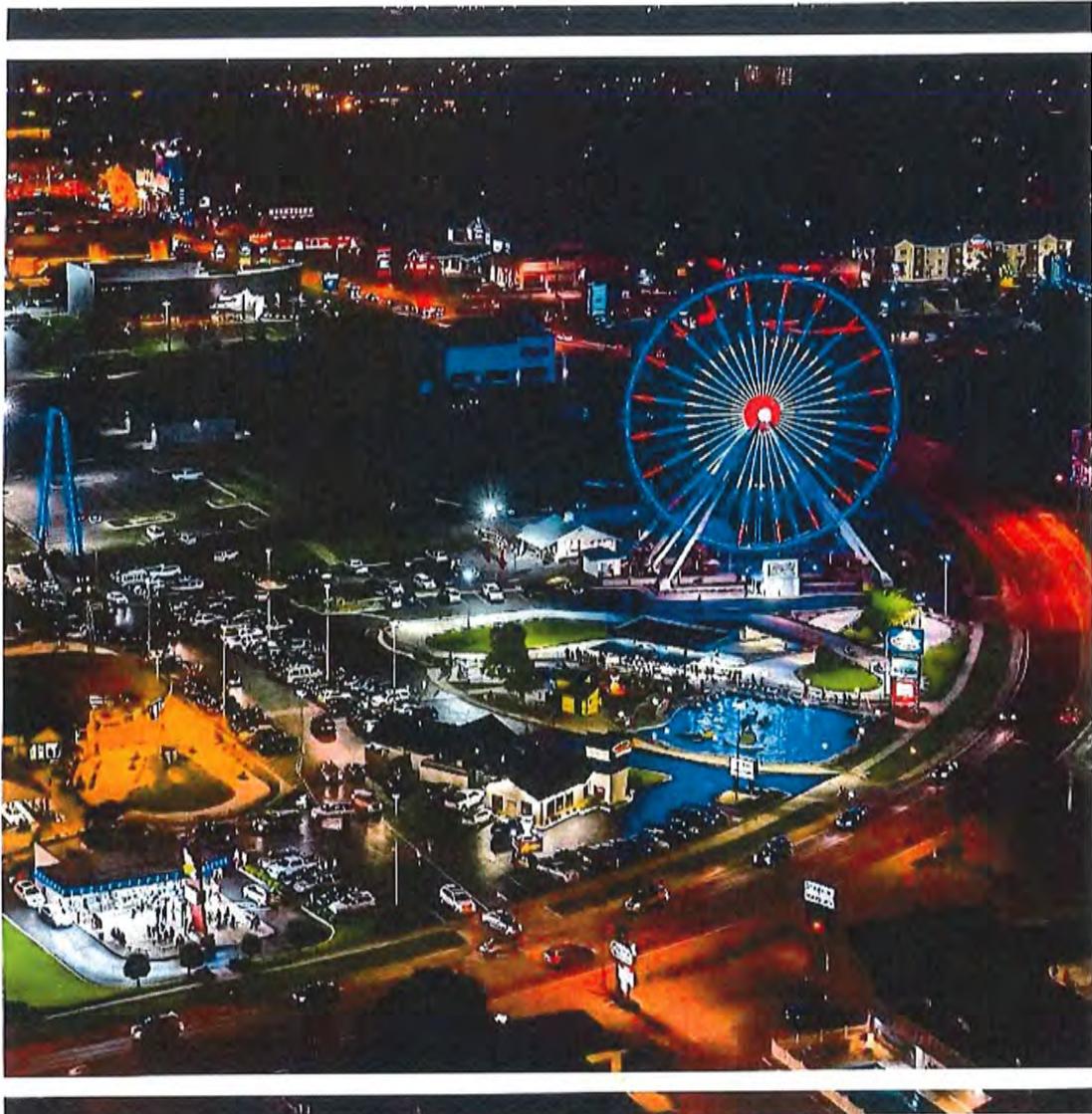
* A fair question to ask is: **Why is the City of Branson tax down when Stone County and TCED tax is up?**

A) Include the #1 driver of Branson visitors (Live Shows and Entertainment) as an "Objective" for marketing.



2019 YTD Through November

SOURCE: CITY OF BRANSON SALES TAX DATA 6



COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR FISCAL YEAR ENDED
DECEMBER 31, 2019

PREPARED BY:
FINANCE DEPARTMENT



Table 8

CITY OF BRANSON, MISSOURI TOURISM TAX SALES BY CATEGORY Last Ten Fiscal Years											
TAXPAYER CATEGORY	Rate	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Food & Beverage	0.5%	\$ 189,410,826	\$ 185,915,054	\$ 194,191,502	\$ 192,692,662	\$195,049,352	\$207,816,296	\$216,625,964	\$218,547,892	\$220,735,362	\$231,259,204
Hotel/Motel	4%	119,770,615	114,314,645	138,883,270	114,850,885	119,983,144	129,635,037	133,340,106	131,861,840	135,836,338	133,426,559
Theaters & Live Entertainment	4%	91,214,448	82,348,037	89,190,214	80,908,300	84,807,400	81,559,025	94,181,252	83,061,743	88,556,223	72,006,038
Amusements	4%	33,738,168	34,119,917	33,126,047	35,312,122	35,087,101	41,781,244	46,284,700	52,569,707	58,809,486	58,088,788
Overnight Rentals	4%	16,846,658	17,503,885	19,386,302	21,351,438	22,160,638	23,467,094	25,708,863	28,341,657	26,113,617	27,166,825
Campground	4%	2,772,310	2,222,503	2,384,765	2,535,074	2,858,730	2,949,664	3,270,352	3,283,121	3,856,751	3,780,258
Ticket & Package Resellers	4%	6,347,949	6,887,015	5,142,011	1,292,207	-	-	-	-	-	-
Total		\$ 460,201,879	\$ 443,311,026	\$ 433,264,111	\$ 448,642,785	\$ 463,831,405	\$ 484,087,450	\$ 519,420,236	\$ 514,756,045	\$ 539,610,765	\$ 526,730,552

Information provided by City of Branson.

This chart displays that the sales from Theater & Live Entertainment generating Tourism Tax has been declining over the past several years.

A few common statements to justify not featuring Theaters with tax dollars (marketing dollars) is "Nobody goes to Shows anymore", "I don't go to Shows, do you?", "The quality of Shows lacking".

Well, in 2019, "somebody" paid \$72,998,938 to Theaters to go see their shows.
Using an average ticket price of \$35, over 2 million visitors paid to go see shows.

Regardless of how you feel about the shows personally, 2 million people paid to see them.
And Sound Diplomacy writes, • Visitors highly rate Branson's live theatre industry and interest in live shows remains high.

Red text remove

Blue text add

Amendment

CONTRACT FOR TOURISM AND MARKETING SERVICES

4. SCOPE OF SERVICES. The City engages the services of the Contractor to direct and carry out a destination marketing program for the City. The Contractor will manage and direct the expenditure of a part of the tax revenue generated through the City's Tourism Tax. All Tourism Marketing Funds shall be used for marketing outside a radius of 30 miles from Branson City limits. Additionally, the Contractor agrees to support the Historic Downtown, Veteran's programs, live shows and live entertainment as included in Contractor's annual budget in a manner designed to ensure their increased success. The objectives of monies channeled through the Tourism Promotion Account are ~~fourfold~~ **Fivefold**; attract overnight visitors to Branson; increase tourism and City tax revenue; increase demand in Branson for hotel/motel, resort and campground inventory for the purpose of increasing occupancy; **increase demand for live shows and entertainment**; and to increase the demand for all other local attractions and entertainment located in Branson by visitors of all ages.

2019 YEAR END MARKETING REPORT

Branson Convention & Visitors Bureau
March 10th, 2020



This Amendment addresses the information that is provided to this BOA from the CVB that is used to make informed decisions.

The BOA is responsible to the residents and businesses within the Branson City limits and for the Tourism Tax tax dollars that are collected within the City for marketing purposes.

The CVB provides a quarterly and end of year marketing report to the BOA.

The BOA relies heavily on these reports to make decisions for the City.

It is important for the BOA to understand how our Tourism Tax is affecting those living and working within the City. Our Branson residents will be asked to renew the Tourism Tax in April.

With the information that the BOA is provided, how would we respond to questions like this?

What results or analysis do you have that shows the marketing effect from the City Tourism Tax dollars to the businesses within the City?

The following are pages from the CVB 2019 end of year reports. A few pages are Branson specific, some may be for the TCED District and others may be for the Branson area.



Since 2012, Branson has increased annual visitation 6 of the past 7 years which fueled a record year in 2019.

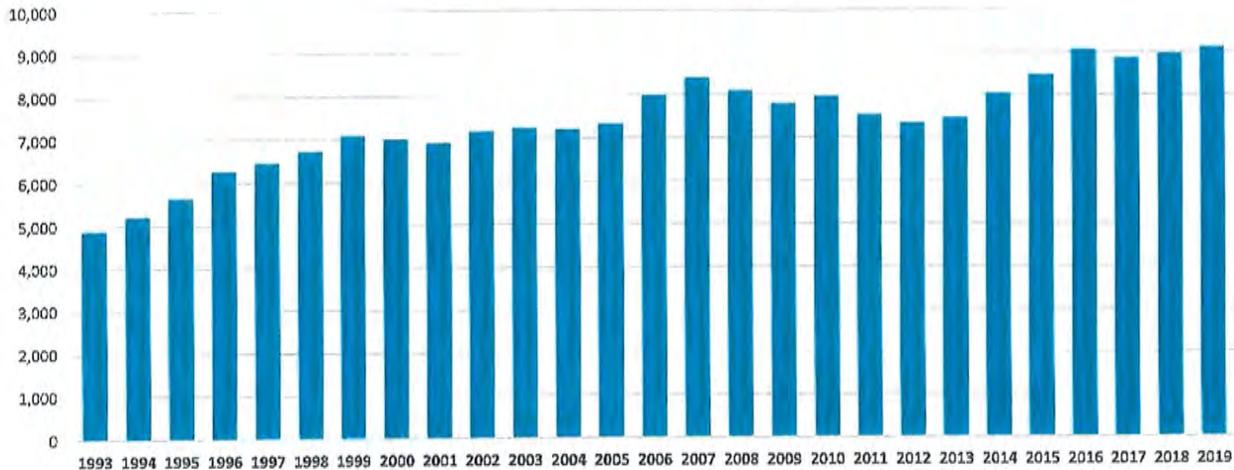
The heading says Branson. Are these City of Branson numbers or Branson area numbers?



5
SOURCE: HISTORICAL ECONOMETRIC MODEL

2019 visitation hit 9.1 million*, which is a record for Branson since measurements began in 1993.

The heading says "Branson" experienced 9.1 million visitors in 2019 Branson or Branson area?
 History of Visitation to Branson (000s)

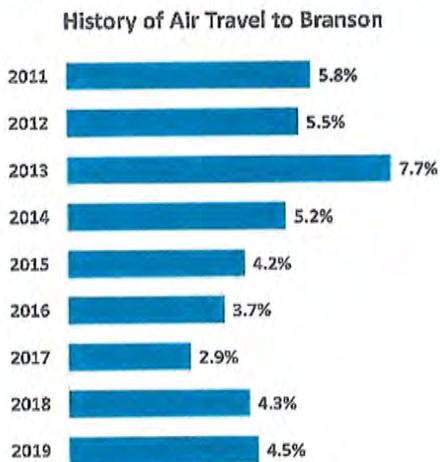


*Assumes Base=7.0M (2000, DKSA)

4
 SOURCE: HISTORICAL ECONOMETRIC MODEL

Air travel to Branson inched upward in 2019 as did those using the Branson airport. However, most air travelers continue to use SGF.

The heading says Branson, The question asked in this survey states Branson/Lakes area



RESPONDENT BASE: ALL RESPONDENTS | N=2,185



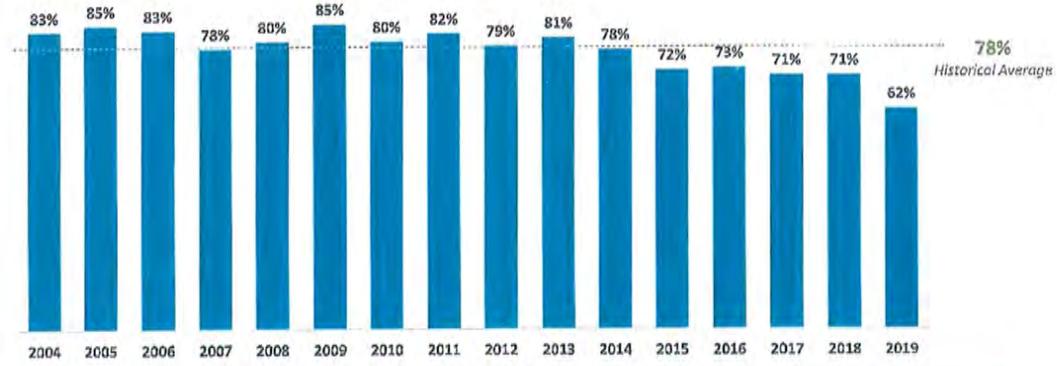
RESPONDENT BASE: RESPONDENTS WHO FLEW TO THE AREA | N=88

Q10: How'd you travel to the Branson/Lakes area on this most recent visit?
 Q11: Which airport did you use?

15

Live Show participation among Branson visitors fell to 62% in 2019, marking the lowest ratio of show visitors ever recorded.

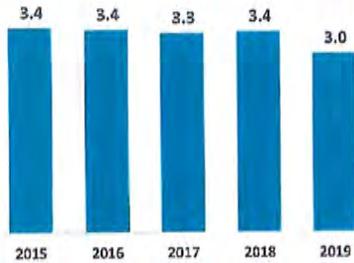
Live Show Participants



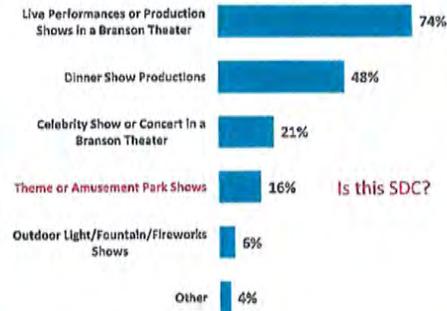
18
RESPONDENT BASE: ALL RESPONDENTS | N=2,185

The number of Live Shows seen per visit has hovered around 3 shows for several years. This year, a new question was added and we now know that the majority of shows are live performances in a theater or a dinner show production.

Number of Shows Seen on Last Visit



Type of Show Seen

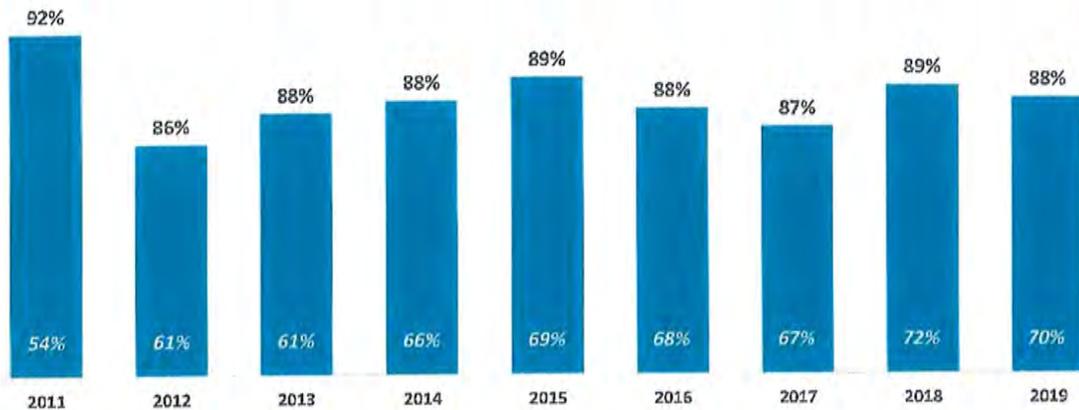


Q13: What is the total number of Branson shows you saw on this visit? Q15: How many of these [x] would you say fall into the following categories?

20
RESPONDENT BASE: SAW SHOWS IN BRANSON | N=1,108

Intent to return (Top 2 Box) to Branson remained on par with last year and with the Historical Average of 89%.

Heading says Branson, Question in the survey says Branson/Lakes area
 % Probably/Definitely Will Return



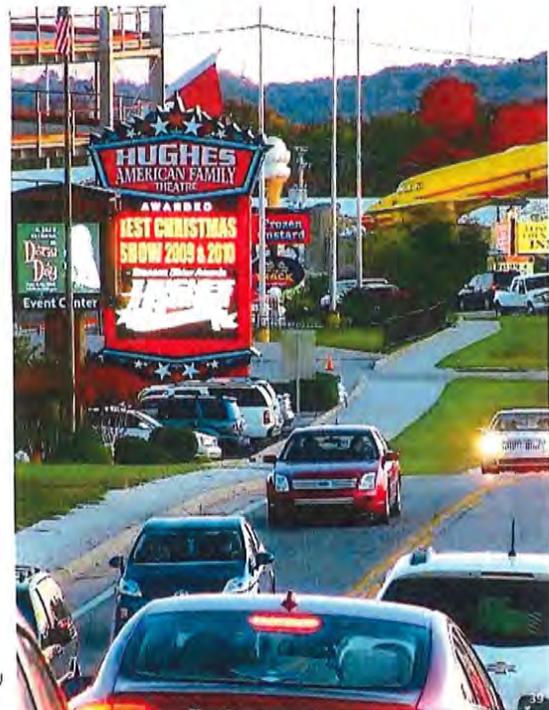
White numbers represent % Definitely Will Return

Q30: Using the scale provided, please indicate how likely are you to return to the Branson/Lakes area? (5-pt. scale)

26
 RESPONDENT BASE: ALL RESPONDENTS | N=2,185

Key Takeaways

- Record Visitation.** In 2019, Branson reached record visitation levels at just over 9.1 million,* up +1.5% over 2018 and topping the previous record set in 2016 at just over 9 million.
- Repeat Visitation Fuels Increase.** This year, travelers to Branson were more likely to be Repeat Visitors (visited in 2019 or 2018) at 51%, up by a significant** margin of 4.5 points. This marks a 9-point increase over the past 2 years. And, this is a trend that is expected to continue in 2020 as U.S. Travelers' long-haul travel appears to have peaked and expectations are trending more regional with travelers staying closer to home. Branson's ratio of first-time visitors (19%), however, slipped from the previous year.
- Local Media Influence.** While in the area, visitors are most likely to use local media such as brochures (55%) and billboards (44%) to get information about activities and attractions. However, it's the Official Branson Vacation Guide (61%) that was the most influential in their decision making. This was followed by local coupon books (58%) and local Branson magazines (54%).



*Branson no longer uses "visitation" as an official estimate of performance. Base=7.0M (2000, DKSA)
 **Throughout this presentation the term significant represents a statistically significant variance.

Key Takeaways

- **Rubber Tire Visitors.** Despite generating a significant number of visits from Outer Markets (301+ miles), most travelers still use personal vehicles to visit Branson (83%, +2pts); though, air travel continues to inch upward as well (+0.2pts to 4.5% in 2019). Most visitors who fly use the Springfield-Branson National Airport (73%, +10pts). However, the addition of new carriers with new destinations in 2018 was able to increase usage of BKG once again, up to 6.3% in 2019.
- **Shifts in Market Drivers.** Live Shows continue to be Branson's primary driver of visitation, but the ratio of visitors patronizing shows has been declining the past 4 years (-9pts to 62%). Silver Dollar City and shopping continue to round out the top 3 "functional" drivers of visitation to Branson, both of which experienced an increase in their share influence compared to 2018 (+1pt and +4pts, respectively).
- **Visitor Spending Holds Strong.** On average, Branson visitor parties spent \$982 during their stay in 2019, up slightly from the \$972 spent last year. The farther visitors travel to visit Branson, the more money and nights they tend to spend in the area.



Key Takeaways

- **Branson Continues to Generate Strong Market Buzz and Intent to Return.** Branson's Net Promoter Score (NPS) held steady at 61%, comparable to last year's record-breaking score. This is driven by 69% of visitors indicating they would recommend Branson to friends/family with only 8% indicating they would not. Likewise, 70% indicated they definitely will return, with 88% saying they probably/definitely will return – on par with last year and the Historical average of 89%.
- **Demographics Shift.** In 2019 the average adult age of the Branson visitor decreased to 55 years of age in 2019, the lowest average adult age recorded in the past 20 years. This is driven by an influx of young families who visited in larger numbers this past year. Half of Branson visitors had children with them, 7 points higher than last year – making 2019 the largest ratio of family visitors Branson has hosted. Last but not least, average household income is also at an all-time high reaching \$88k.
- **Trip Planning a Priority.** Despite the fact that many of Branson travelers come from Outer Markets (301+ miles), Branson's comparatively high levels of repeat visitation caused decision time to shorten. In 2019, travelers took just 64 days on average to decide to visit—4 days fewer than in 2018.



Overall, Branson visitor parties spent more money in the area this year, marking the highest level of spending recorded since the Great Recession.

This heading says the "Branson area"

* \$306 "per person spend" X 9,100,000 visitors = \$2,784,600,000



Party Trip Spending
\$982

Past Party Trip Spending

2018 - \$972
2017 - \$946
2016 - \$911
2015 - \$882
2014 - \$914
2013 - \$985
2012 - \$935

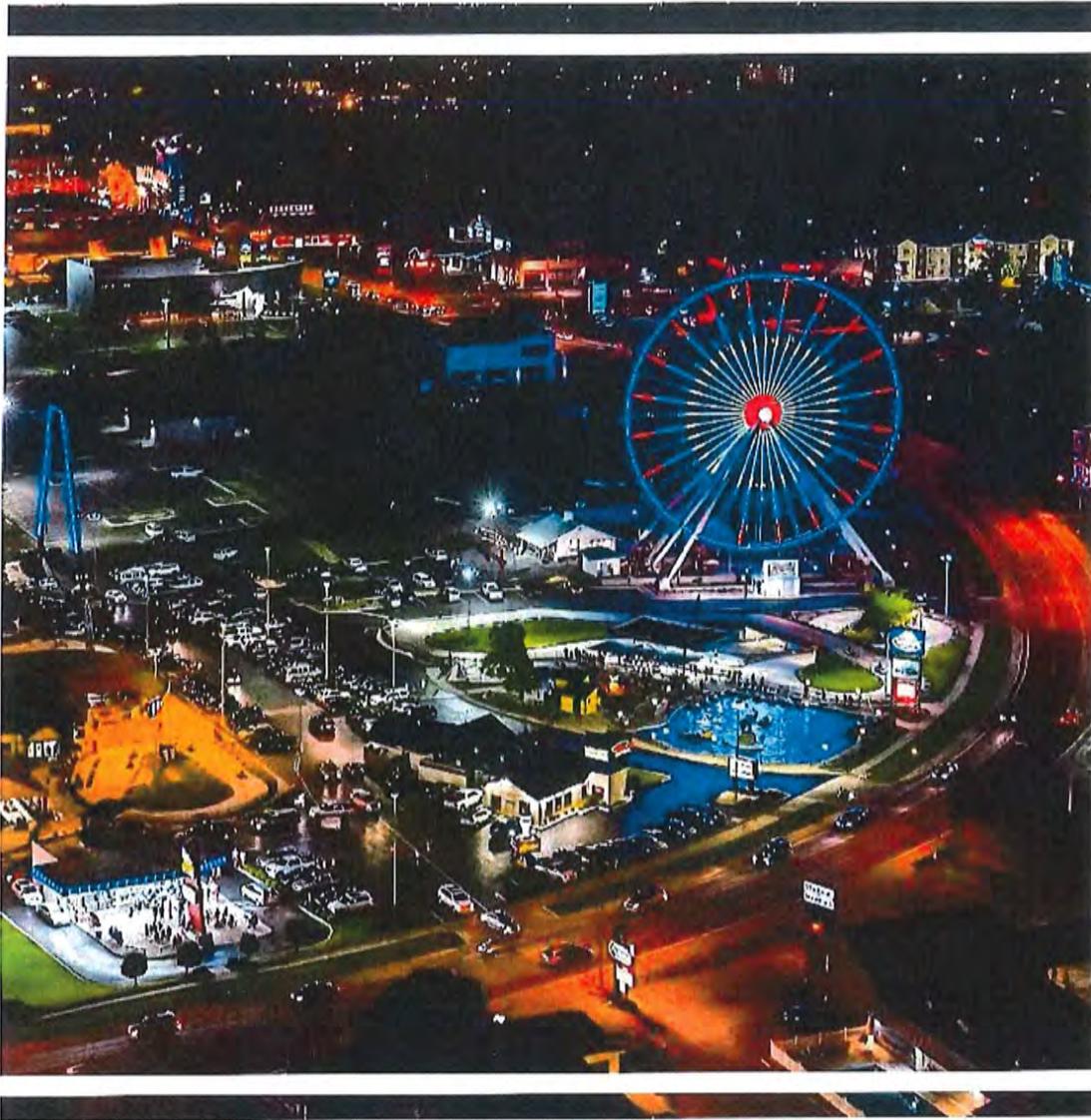


Per Person Trip Spending
\$306

Past Per Person Trip Spending

2018 - \$315
2017 - \$279
2016 - \$264
2015 - \$252
2014 - \$276
2013 - \$273
2012 - \$266

Q31: Approximately how much money did your party spend on lodging, food, entertainment, shopping and other activities in the Branson area on this trip - not including travel expenses to and from Branson?



COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR FISCAL YEAR ENDED
DECEMBER 31, 2019
PREPARED BY:
FINANCE DEPARTMENT

to the entire Board of Aldermen a proposed budget. The budget is prepared by fund, department and function.

Factors Affecting Financial Condition

Local Economy—FY2016 was a high growth year in which the City reached peak growth, while 2017 remained stable from prior year and recent economic development activities. FY2018 again saw considerable growth with the announcement of several major economic development projects slated to open in FY2020. For 2019 performance, we look to previous year's activities as measured by state sales tax filings. Overall sales tax filings increased by 1.2% from calendar year 2017. Branson's economy still continues to focus on the seasonal tourism industry.

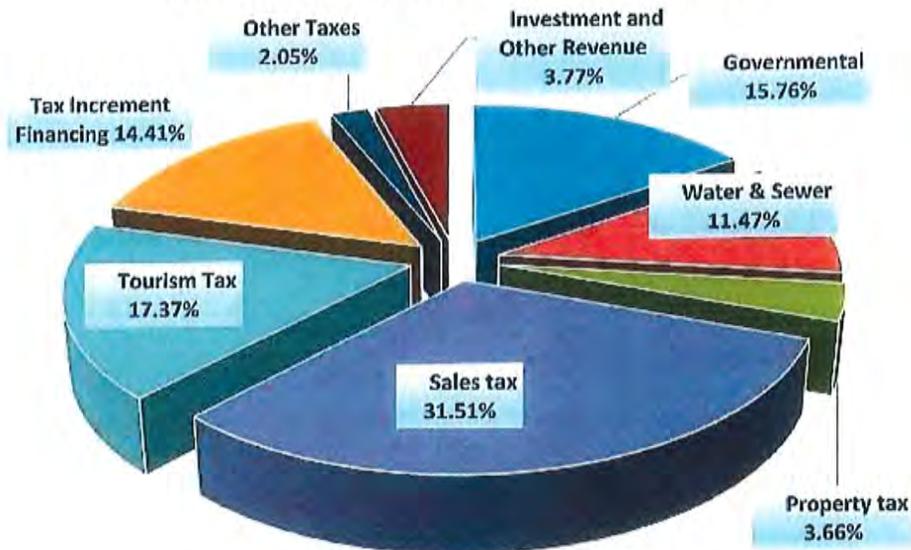
Tourism—Branson and the Tri-Lakes Area attracted millions of visitors in **2019** who contributed over \$2 billion into the local economy. Last year, Branson was named in the top twenty-five U.S. destinations by TripAdvisor for the eighth year in a row. In 2016 and 2017, Trivago named Branson as the number one best value city in the U.S. Situated in the heart of America and within an 8-hour drive of nearly 33% of the U.S. population, Branson has been a "rubber tire" destination with the vast majority of tourists arriving by vehicles, RV's and tour buses. An increasing number of visitors are now flying into the area each year. Opening in 2009, the Branson Airport, located a few miles southeast of Branson, now offers visitors a local commercial airport, along with the Springfield-Branson Regional Airport in Springfield, Missouri, the M. Graham Clark Downtown Airport at Point Lookout, Missouri, and the Harrison Regional Airport in Harrison, Arkansas. A geographical profile of Branson visitors shows the following:

Come from a radius of 100 miles or less	13.7%
Radius of 100 to 300 miles	29.7%
Radius of 300 or more miles	56.6%

The growth in tourism and the related construction activity over the last decade has increased the tax revenues of the city, particularly sales and tourism tax revenues. Tourism growth has also placed a strain on the city's infrastructure. This pressure has resulted in significant infrastructure improvements over recent years, financed primarily by the increased revenues from sales, tourism, and tax increment financing activity taxes.

Area Theaters—the music industry's rapid expansion in the early 90's launched the Branson community into world-class tourism so fast it was called a phenomenon. Branson is now home to 34 music theaters with over 40,000 seats that conduct live performances, with a variety of music including country, pop, gospel, bluegrass, western, rock n' roll, classical jazz and Broadway. There's also comedy, magic, and dancing. Each theater hosts from one to three different shows daily. Collectively, they host more than 100 shows and offer live entertainment from early morning until late evening. Together, they create a diversity and balance to suit every musical and entertainment taste. Several of the nationally known performers who came to the area are now permanent residents and actively involved in the community. In turn, these performers have helped to draw recognition to the immense pool of talent in all of Branson's theaters.

2019 Revenues (Government-Wide Basis)



Governmental activities

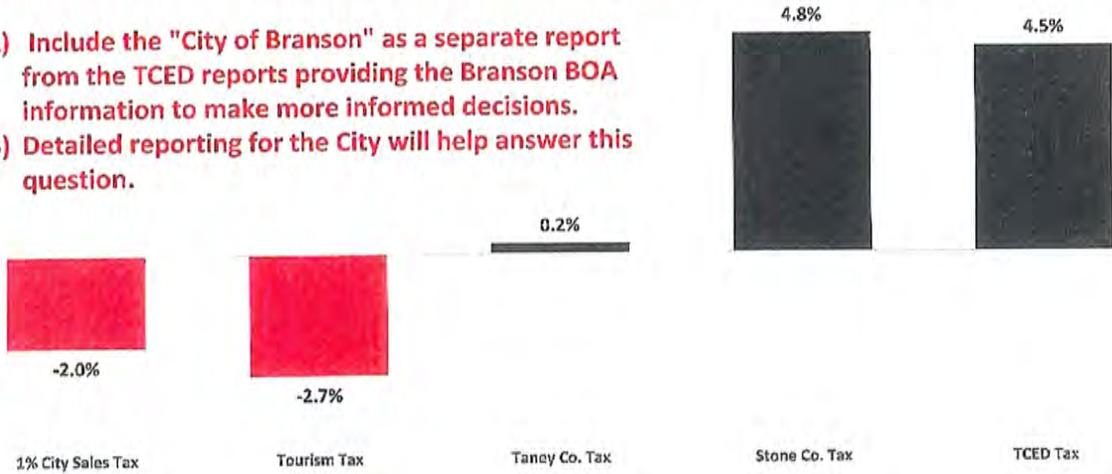
Governmental activities increased the City's net position by \$15,775,092

- Sales taxes increased approximately \$1,127,300 partially due to having a full year of Public Safety sales tax collection in 2019 versus only nine months of collections in 2018. This tax was passed by voters in November 2017 for collection to begin in April 2018 for local businesses.
- **Tourism taxes decreased \$357,743 due to a decrease in tourism activity.**
- Tax increment financing taxes increased \$528,309, this represents a portion of sales and tourism taxes increases occurring within of the TIF area
- Charges for services increased approximately \$410,329 due to an increase in personnel and benefits rates within Administrative fees
- Investment earnings increased approximately \$525,118 due to an increase in interest rates and higher account balances subject to interest income
- Capital grants decreased approximately \$5,722,903. In 2018 the City received contributed capital from MODOT for Hwy 76 in the amount of \$5,548,756.
- Public works expenses decreased approximately \$444,723.
- Transfers to Water Sewer Capital decreased by \$110,053 from 2018.

Branson's 1% Sales Tax and Tourism tax revenues in 2019 were lower than last year's, while all other tax sources experienced YOY growth.

* A fair question to ask is: **Why is the City of Branson tax down when Stone County and TCED tax is up?**

- A) Include the "City of Branson" as a separate report from the TCED reports providing the Branson BOA information to make more informed decisions.
- B) Detailed reporting for the City will help answer this question.



2019 YTD Through November

6
SOURCE: CITY OF BRANSON SALES TAX DATA

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7. REPORTS

7.1 QUARTERLY MARKETING REPORTS. The Contractor shall submit to the City a quarterly marketing report using a standardized format and components developed in collaboration with the MOC and approved by the City. Said marketing report shall describe significant marketing activities undertaken during the previous quarter, including research, media placement, creative development and on-line activity on behalf of the City. Measurable results for activity during the reporting period will also be presented to the City for review including room demand, convention and conference economic impact (change), tax revenues, inquiry from advertising, intercept study research, visitation from markets advertised in, and visitor demographics. This quarterly report shall also include significant upcoming marketing efforts and any adjustments to those for the remainder of the year on behalf of the City and a comparison to the other areas of the Branson/Lakes Area Tourism Community Enhancement District of the measurable results outlined above.

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7. REPORTS

7.1 QUARTERLY MARKETING REPORTS. The Contractor shall submit to the City a quarterly marketing report using a standardized format and components developed in collaboration with the MOC and approved by the City. Said marketing report shall describe significant marketing activities undertaken during the previous quarter, including research, media placement, creative development and on-line activity on behalf of the City. Measurable results for activity within the city limits of the City during the reporting period will also be presented to the City for review including room demand, theater and entertainment venue demand, convention and conference demand, tax revenues, inquiry from advertising, intercept study research, visitation from markets advertised in, and visitor demographics. This quarterly report shall also include significant upcoming marketing efforts and any adjustments to those for the remainder of the year on behalf of the City and a comparison to the other areas of the Branson/Lakes Area Tourism Community Enhancement District of the measurable results outlined above.

**PLANNING COMMISSION
REGULAR MEETING**

November 3, 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, O'Day, Pinkley, Romine, Seay,
Vice-Chairperson Davis and Chairperson Harris

Commissioners Absent: Commissioners Loyd, Nichols, and Richards

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

Others Present E. Edd Akers Mayor

PUBLIC COMMENTS

None.

REGULAR AGENDA ITEMS

1. Approve Minutes

a) October 6, 2020 Regular Meeting

MOTION:

Motion by Vice-Chairperson Davis and seconded by Commissioner Romine to approve the October 6, 2020 as presented by staff. Motion unanimously carried.

OLD BUSINESS

None.

PUBLIC HEARING AGENDA ITEMS

- 2. Request to Amend a Special Use Permit, Resolution SU20-3, to Allow a Helicopter Tour Business to Operate within the Property Located at 3309 West 76 Country Boulevard, Branson, Missouri. Project No. SU20-8 (SU20-000008)
Owner/Applicant: The Track, LLC/Branson Helicopters, LLC**

Speakers: Mr. Camron McAhren

MOTION:

Motion by Commissioner Pinkley and seconded by Commissioner O'Day to approve Resolution SU20-8 as presented.

AYES: Commissioners Howden, O'Day, Pinkley, Romine, Seay, Vice-Chairperson Davis and Chairperson Harris

NOES: None

ABSTAIN: None

ABSENT: Commissioners Loyd, Nichols, and Richards

Motion to approve Resolution SU20-8 carried with a 7-0 vote.

- 3. Discussion of a Municipal Code Amendment to Chapter 94 - Zoning, Pertaining to Theaters and Recreational Vehicles.**

COMMISSIONER & STAFF REPORTS

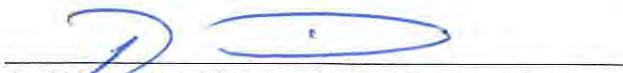
Mr. Hornickel stated there will be at least one item for the December meeting.

ADJOURN

Motion by Commissioner O'Day, seconded by Commissioner Romine, and unanimously carried to adjourn the meeting at 7:45 PM.


Clark Harris, Chairperson

12-3-2020
Date


Joel Hornickel, Planning & Development Director

12/3/2020
Date

MINUTES

**JOINT MEETING OF
THE BUDGET & FINANCE COMMITTEE AND
CAPITAL IMPROVEMENTS COMMITTEE
CITY OF BRANSON, MISSOURI
OCTOBER 22, 2020**

1) CALL TO ORDER.

The joint meeting of the Budget and Finance and Capital Improvement Committees of the City of Branson, Missouri met for a virtual meeting on October 22, 2020, at 10:00 a.m.

2) ROLL CALL.

Budget & Finance Committee Members Present: City Administrator Stan Dobbins, Alderman Larry Milton, Rod Romine, Alderman Bob Simmons and Pamela Yancey. Members absent: Mayor Edd Akers.

Capital Improvement Committee Members Present: City Administrator Stan Dobbins, Alderwoman Julia King, and Michael Pinkley. Members Absent: Mayor Edd Akers and Jerry Buckley.

Also present were: Finance Director Jamie Rouch, Assistant Finance Director Stacy McAllister, Financial Analyst Melissa Sill, Assistant City Administrator John Manning, Utilities Director Mike Ray, Mike Keenan of Cochran, Head Vick, P.C., Linda Cherry and Sam Voisin of the Branson Convention Center.

3) FINANCE COMMITTEE REGULAR REPORTS:

3A) Approval of Minutes:

- i. Joint Budget & Finance and Capital Improvement Committee Meeting Minutes of August 27, 2020

Alderman Simmons asked for a motion approving the minutes of August 27, 2020. Pamela Yancey moved to approve, seconded by Stan Dobbins. Ayes: 8. Noes: 0. Motion carried.

3B) Monthly Sales & Tourism Tax Reports

Financial Analyst Melissa Sill presented the monthly sales and tourism tax reports to the Committee.

3C) Financials.

- i. Monthly Unaudited Financials – September 2020.
Finance Director Jamie Rouch presented the unaudited financials for September 2020.
- ii. Cash Reconciliation & Balance Sheet
Finance Director Jamie Rouch provided a brief over of the cash reconciliation and balance sheet.

3D) Departmental Reports.

Jamie Rouch presented departmental reports for year-to-date business license, RFB/RFP reports and annual utilities consumption reports.

4) REVIEW OF DISBURSEMENTS & APPROVAL OF DISBURSEMENTS \$15,000 AND OVER (AUGUST 2020 – SEPTEMBER 2020) AND OUTSTANDING CAPITAL DISBURSEMENTS AS OF SEPTEMBER 2020.

Discussion was held. Alderman Simmons asked the Budget & Finance Committee for acknowledging receipt and review of the disbursements. Rod Romine made a motion, seconded by Pamela Yancey. Ayes: 5, Noes: 0. Motion carried.

5) DISCUSSION OF DBBA TOURISM CONTINGENCY FUNDING APPLICATION.

Linda Cherry presented the Downtown Branson Betterment Association. Discussion was held.

Alderman Simmons asked for a motion to approve the application for presentation to the Board of Alderman. Stan Dobbins moved to approve the application, seconded by Rod Romine.

An amendment was proposed to recommend \$28,000 in reimbursement for the event. Discussion was held.

Stan Dobbins moved to accept the application at the original request of \$38,000, seconded by Pamela Yancey. Ayes: 8. Noes: 0. Motion carried.

6) DISCUSSION OF S&S PUMPING REVENUE CONTRACT RENEWAL.

Mayor Edd Akers joined the meeting at 11:19.

Utilities Director Mike Ray presented the contract for renewal.

Alderman Simmons asked for a motion to approve the S&S Pumping revenue contract renewal as presented. Michael Pinkley moved to approve the budget amendment, seconded by Pamela Yancey. Ayes: 9. Noes: 0. Motion carried.

7) PRESENTATION OF THE 2019 AUDIT REPORT BY COCHRAN, HEAD & VICK, P.C.

Mike Keened presented the FY2019 Audit Report. Discussion was held.

Alderman Simmons asked for a motion to recommend the FY2019 audit report for presentation to the Board of Aldermen. Larry moved to make the recommendation, seconded by Pamela Yancey. Motion carried.

The 2019 Audit Report will be presented to the Board of Aldermen on October 27, 2020.

8) PRESENTATION OF THE BRANSON CONVENTION CENTER 2021 BUDGET.

Sam Voisin presented the 2021 Branson Convention Center Budget.

9) REVIEW OF THE 2021 76 ENTERTAINMENT COMMUNITY IMPROVEMENT DISTRICT BUDGET.

Jamie Rouch presented the FY2021 76 Entertainment Community Improvement District Budget to the Board of Aldermen. She explained there will be an adjustment to the Transfer to other funds line prior to submission to the Board of Aldermen on November 10th.

Alderman Simmons asked for a motion to acknowledge receipt of the budget. Pamela Yancey moved to accept the budget, seconded by Rod Romine. Ayes: 9. Noes: 0. Motion carried.

10) DISCUSSION OF BUDGET AMENDMENT

Jamie Rouch presented a budget amendment for various funds.

Alderwoman Julia King left the meeting at 12:07.

11) PROJECT STATUS REPORT.

Jamie Rouch presented the project status report.

12) FINANCE DIRECTOR'S REPORT.

Jamie Rouch proposed the next Finance Committee meeting to be held on either November 19th or November 20th at 10 a.m. She requested committee members notify the Finance Department of their availability.

13) ADJOURN.

Alderman Simmons asked for a motion to adjourn the joint meeting of the Budget & Finance and Capital Improvement Committees. The joint meeting adjourned at 12:11 p.m. on a motion by Pam Yancey, seconded by Rod Romine. Ayes: 8, Noes: 0. Motion passed.

**BRANSON HILLS
INFRASTRUCTURE
FACILITIES**

**COMMUNITY
IMPROVEMENT
DISTRICT**

2021 BUDGET

RESOLUTION 2020-01

A RESOLUTION OF THE BRANSON HILLS INFRASTRUCTURE FACILITIES COMMUNITY IMPROVEMENT DISTRICT ADOPTING THE ANNUAL BUDGET FOR THE 2021 FISCAL YEAR AND AUTHORIZING THE SUBMISSION OF THE SAME TO THE CITY OF BRANSON, MISSOURI.

WHEREAS, the fiscal year (the "Fiscal Year") of the Branson Hills Infrastructure Facilities Community Improvement District (the "District") commences on January 1 and concludes on December 31; and

WHEREAS, the District desires to adopt the 2021 fiscal year budget and direct the Chairman, on its behalf, to submit such budget to the City of Branson (the "City").

NOW THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

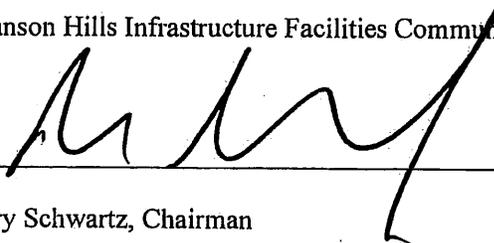
1. The Board of Directors of the District (the "Board") hereby adopts the budget for the Fiscal Year beginning January 1, 2021 and ending December 31, 2021, attached as Exhibit A, and makes appropriations with respect thereto.

2. The Board hereby directs the Chairman, on its behalf, to submit the budget to the City.

3. The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

4. This Resolution shall be in full force and effect immediately from and after its adoption as provided by law.

PASSED by the Board of Directors of the Branson Hills Infrastructure Facilities Community Improvement District on August 20, 2020.



Barry Schwartz, Chairman

EXHIBIT A

Branson Hills Infrastructure Facilities Community Improvement District

Fiscal Year 2021 Budget
(January 1, 2021 – December 31, 2021)

This **Annual Budget FY 2021** of the Branson Hills Infrastructure Facilities Community Improvement District (the “CID” or the “District”) constitutes the annual budget of the CID pursuant to Section 67.1471.3 RSMo. The CID was established by the City of Branson, Missouri (the “City”) pursuant to Ordinance No. 2006-108. The fiscal year of the CID is, pursuant to the CID Act, the same as the fiscal year of the City, which runs from January 1 to December 31 of each year. This budget sets forth the expected and estimated revenues and expected and proposed expenditures of the CID as contemplated by its Board of Directors for the fiscal year beginning on January 1, 2021 and ending on December 31, 2021 (FY 2021) as of the date of adoption. Actual revenues and expenditures may vary due to a variety of factors that are at this time unknown, including, but not limited to, the amount of taxable retail sales within the CID. This budget is not intended to and does not limit the CID or its Board of Directors in any way in the event that actual revenues or expenditures vary from those stated herein. There are no significant changes to this budget from the fiscal year 2020 budget.

1. Expected and Proposed Expenditures

All revenues received by the District less expenses of \$54,750 will be applied as set forth in the bond indenture. The expected and proposed expenditures are set forth in more detail in the attached worksheet.

2. Expected and Estimated Revenues

It is estimated that the amount of District revenues, net of collection fees, will equal approximately \$1,814,035 as set forth in more detail in the attached worksheet. This amount is only a projected estimate based on assessment rates levied in accordance with the bond indenture, and is subject to change.

3. Rates of Assessment

Pursuant to resolution 2019-02, the District set the 2019 special assessment rates. The District will set 2020 special assessment rates in September 2020. The anticipated total special assessment revenue for 2020 is based on estimates of District expenses and District revenue from sales tax and interest, which are attached.

4. Rates of Taxes

Pursuant to Resolution No. 2006-05 of the CID, which resolution was subsequently approved by the qualified voters of the District, the CID has imposed a sales and use tax upon all taxable retail sales within the District in the amount of one percent (1%). The CID has not imposed any real property tax.

5. Comparative Statement

A comparative statement of actual revenues and expenses for fiscal year 2019, itemized by fund and source, are in the attached worksheet. A comparative statement of estimated revenues and expenses for fiscal year 2020, itemized by fund and source, are in the attached worksheet.

Draft
BRANSON HILLS INFRASTRUCTURE FACILITIES CID
Annual Budget for 2021 Fiscal Year
January 1, 2021 through December 31, 2021

	2021 Budget
BEGINNING BALANCE:	1,357,003.42
RECEIPTS:	
CID Sales Tax (Less 1% DOR Collection Fee)	32,000.00
Special Assessment (Net County/CID Collection Fee)	1,767,035.00
Interest Income	<u>15,000.00</u>
TOTAL RECEIPTS	1,814,035.00
DISBURSEMENTS:	
District Administrative Costs	(50,000.00)
Trustee Fees	(4,750.00)
Payment of Principal and Interest on Obligations	(1,599,350.00)
Supplemental Reserves and Future Redemption	(159,935.00)
Project Costs	<u>-</u>
TOTAL DISBURSEMENTS	<u>(1,814,035.00)</u>
ENDING BALANCE	<u><u>1,357,003.42</u></u>

Draft
BRANSON HILLS INFRASTRUCTURE FACILITIES CID
 Annual Budget for 2021 Fiscal Year
 January 1, 2021 through December 31, 2021

	General	Debt Service	Debt Service Reserve	Delinquency Reserve	Developer Reserve	Total Governmental Funds
BEGINNING BALANCE:	1,027,696.61	29.03	329,277.20	0.58	-	1,357,003.42
RECEIPTS:						
CID Sales Tax (Less 1% DOR Collection Fee)	32,000.00	-	-	-	-	32,000.00
Special Assessment (Net County/CID Collection Fee)	1,767,035.00	-	-	-	-	1,767,035.00
Interest Income	13,500.00	-	1,500.00	-	-	15,000.00
TOTAL RECEIPTS	1,812,535.00	-	1,500.00	-	-	1,814,035.00
DISBURSEMENTS:						
District Administrative Costs	(50,000.00)	-	-	-	-	(50,000.00)
Trustee Fees	(4,750.00)	-	-	-	-	(4,750.00)
Payment of Principal and Interest on Obligations	-	(1,599,350.00)	-	-	-	(1,599,350.00)
Supplemental Reserves and Future Redemption	-	-	(159,935.00)	-	-	(159,935.00)
Project Costs	-	-	-	-	-	-
TOTAL DISBURSEMENTS	(54,750.00)	(1,599,350.00)	(159,935.00)	-	-	(1,814,035.00)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	1,599,350.00	159,935.00	-	-	1,759,285.00
Transfers out	(1,759,285.00)	-	-	-	-	(1,759,285.00)
TOTAL OTHER FINANCING SOURCES	(1,759,285.00)	1,599,350.00	159,935.00	-	-	-
ENDING BALANCE	1,026,196.61	29.03	330,777.20	0.58	-	1,357,003.42

Draft
BRANSON HILLS INFRASTRUCTURE FACILITIES CID
 Comparative Statement for 2020 Fiscal Year
 January 1, 2020 through December 31, 2020

	2020 Budget	2020 Estimated
BEGINNING BALANCE:	1,133,863.00	1,208,338.30
RECEIPTS:		
CID Sales Tax (Less 1% DOR Collection Fee)	32,000.00	-
Special Assessment (Net County/CID Collection Fee)	1,762,140.00	1,022,103.19
Interest Income	15,000.00	15,467.63
TOTAL RECEIPTS	1,809,140.00	1,037,570.82
DISBURSEMENTS:		
District Administrative Costs	(50,000.00)	(45,508.60)
Legal Fees paid by Trustee per Agreement	-	(57,010.60)
Trustee Fees	(4,750.00)	(13,211.50)
Payment of Principal and Interest on Obligations	(1,594,900.00)	(773,175.00)
Supplemental Reserves and Future Redemption	(159,490.00)	-
Project Costs	-	-
TOTAL DISBURSEMENTS	(1,809,140.00)	(888,905.70)
ENDING BALANCE	1,133,863.00	1,357,003.42

Draft
BRANSON HILLS INFRASTRUCTURE FACILITIES CID
 Annual Budget for 2020 Fiscal Year
 January 1, 2020 through December 31, 2020

	General	Debt Service	Debt Service Reserve	Delinquency Reserve	Developer Reserve	Total Governmental Funds
BEGINNING BALANCE:	812,446.98	27.49	321,387.95	0.58	-	1,133,863.00
RECEIPTS:						
CID Sales Tax (Less 1% DOR Collection Fee)	32,000.00	-	-	-	-	32,000.00
Special Assessment (Net County/CID Collection Fee)	1,762,140.00	-	-	-	-	1,762,140.00
Interest Income	9,000.00	-	6,000.00	-	-	15,000.00
TOTAL RECEIPTS	1,803,140.00	-	6,000.00	-	-	1,809,140.00
DISBURSEMENTS:						
District Administrative Costs	(50,000.00)	-	-	-	-	(50,000.00)
Trustee Fees	(4,750.00)	-	-	-	-	(4,750.00)
Payment of Principal and Interest on Obligations	-	(1,594,900.00)	-	-	-	(1,594,900.00)
Supplemental Reserves and Future Redemption	-	-	(159,490.00)	-	-	(159,490.00)
Project Costs	-	-	-	-	-	-
TOTAL DISBURSEMENTS	(54,750.00)	(1,594,900.00)	(159,490.00)	-	-	(1,809,140.00)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	1,594,900.00	159,490.00	-	-	1,754,390.00
Transfers out	(1,754,390.00)	-	-	-	-	(1,754,390.00)
TOTAL OTHER FINANCING SOURCES	(1,754,390.00)	1,594,900.00	159,490.00	-	-	-
ENDING BALANCE	806,446.98	27.49	327,387.95	0.58	-	1,133,863.00

Draft
BRANSON HILLS INFRASTRUCTURE FACILITIES CID
 Estimated Revenues, Expenditures and Changes in Fund Balances
 January 1, 2020 through December 31, 2020

	General	Debt Service	Debt Service Reserve	Delinquency Reserve	Developer Reserve	Total Governmental Funds
BEGINNING BALANCE:	880,622.49	28.03	327,687.20	0.58	-	1,208,338.30
RECEIPTS:						
CID Sales Tax (Less 1% DOR Collection Fee)	-	-	-	-	-	-
Special Assessment (Net County/CID Collection Fee)	1,022,103.19	-	-	-	-	1,022,103.19
Interest Income	13,876.63	1.00	1,590.00	-	-	15,467.63
TOTAL RECEIPTS	1,035,979.82	1.00	1,590.00	-	-	1,037,570.82
DISBURSEMENTS:						
District Administrative Costs	(45,508.60)	-	-	-	-	(45,508.60)
Trustee Legal Fees	(57,010.60)	-	-	-	-	(57,010.60)
Trustee Fees	(13,211.50)	-	-	-	-	(13,211.50)
Payment of Principal and Interest on Obligations	-	(773,175.00)	-	-	-	(773,175.00)
Supplemental Reserves and Future Redemption	-	-	-	-	-	-
Project Costs	-	-	-	-	-	-
TOTAL DISBURSEMENTS	(115,730.70)	(773,175.00)	-	-	-	(888,905.70)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	773,175.00	-	-	-	773,175.00
Transfers out	(773,175.00)	-	-	-	-	(773,175.00)
TOTAL OTHER FINANCING SOURCES	(773,175.00)	773,175.00	-	-	-	-
ENDING BALANCE	1,027,696.61	29.03	329,277.20	0.58	-	1,357,003.42

Draft
BRANSON HILLS INFRASTRUCTURE FACILITIES CID
 Comparative Statement for 2019 Fiscal Year
 January 1, 2019 through December 31, 2019

	Budget	Actual
BEGINNING BALANCE:	931,346.10	1,033,324.84
RECEIPTS:		
CID Sales Tax (Less 1% DOR Collection Fee)	32,000.00	31,990.49
Special Assessment (Net County/CID Collection Fee)	1,774,917.50	1,020,912.32
Interest Income	5,000.00	15,027.52
TOTAL RECEIPTS	1,811,917.50	1,067,930.33
DISBURSEMENTS:		
District Administrative Costs	(50,000.00)	(50,000.00)
Trustee Legal Fees	-	(11,383.37)
Trustee Fees	(4,750.00)	(58,358.50)
Payment of Principal and Interest on Obligations	(1,597,425.00)	(773,175.00)
Supplemental Reserves and Future Redemption	(159,742.50)	-
Project Costs	-	-
TOTAL DISBURSEMENTS	(1,811,917.50)	(892,916.87)
ENDING BALANCE	931,346.10	1,208,338.30

Draft
BRANSON HILLS INFRASTRUCTURE FACILITIES CID
 Annual Budget for 2019 Fiscal Year
 January 1, 2019 through December 31, 2019

	General	Debt Service	Debt Service Reserve	Delinquency Reserve	Developer Reserve	Total Governmental Funds
BEGINNING BALANCE:	604,518.08	27.44	326,800.00	0.58	-	931,346.10
RECEIPTS:						
CID Sales Tax (Less 1% DOR Collection Fee)	32,000.00	-	-	-	-	32,000.00
Special Assessment (Net County/CID Collection Fee)	1,774,917.50	-	-	-	-	1,774,917.50
Interest Income	2,500.00	-	2,500.00	-	-	5,000.00
TOTAL RECEIPTS	1,809,417.50	-	2,500.00	-	-	1,811,917.50
DISBURSEMENTS:						
District Administrative Costs	(50,000.00)	-	-	-	-	(50,000.00)
Trustee Fees	(4,750.00)	-	-	-	-	(4,750.00)
Payment of Principal and Interest on Obligations	-	(1,597,425.00)	-	-	-	(1,597,425.00)
Supplemental Reserves and Future Redemption	-	-	(159,742.50)	-	-	(159,742.50)
Project Costs	-	-	-	-	-	-
TOTAL DISBURSEMENTS	(54,750.00)	(1,597,425.00)	(159,742.50)	-	-	(1,811,917.50)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	1,597,425.00	159,742.50	-	-	1,757,167.50
Transfers out	(1,757,167.50)	-	-	-	-	(1,757,167.50)
TOTAL OTHER FINANCING SOURCES	(1,757,167.50)	1,597,425.00	159,742.50	-	-	-
ENDING BALANCE	602,018.08	27.44	329,300.00	0.58	-	931,346.10

Draft
BRANSON HILLS INFRASTRUCTURE FACILITIES CID
 Actual Revenues, Expenditures and Changes in Fund Balances
 January 1, 2019 through December 31, 2019

	General	Debt Service	Debt Service Reserve	Delinquency Reserve	Developer Reserve	Total Governmental Funds
BEGINNING BALANCE:	711,908.82	27.49	321,387.95	0.58	-	1,033,324.84
RECEIPTS:						
CID Sales Tax (Less 1% DOR Collection Fee)	31,990.49	-	-	-	-	31,990.49
Special Assessment (Net County/CID Collection Fee)	1,020,912.32	-	-	-	-	1,020,912.32
Interest Income	8,727.73	0.54	6,299.25	-	-	15,027.52
TOTAL RECEIPTS	1,061,630.54	0.54	6,299.25	-	-	1,067,930.33
DISBURSEMENTS:						
District Administrative Costs	(50,000.00)	-	-	-	-	(50,000.00)
Trustee Legal Fees	(11,383.37)	-	-	-	-	(11,383.37)
Trustee Fees	(58,358.50)	-	-	-	-	(58,358.50)
Payment of Principal and Interest on Obligations	-	(773,175.00)	-	-	-	(773,175.00)
Supplemental Reserves and Future Redemption	-	-	-	-	-	-
Project Costs	-	-	-	-	-	-
TOTAL DISBURSEMENTS	(119,741.87)	(773,175.00)	-	-	-	(892,916.87)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	773,175.00	-	-	-	773,175.00
Transfers out	(773,175.00)	-	-	-	-	(773,175.00)
TOTAL OTHER FINANCING SOURCES	(773,175.00)	773,175.00	-	-	-	-
ENDING BALANCE	880,622.49	28.03	327,687.20	0.58	-	1,208,338.30

BRANSON HILLS

**COMMUNITY
IMPROVEMENT
DISTRICT**

2021 BUDGET

**The Branson Hills
Community Improvement District**

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION 2020-06

**APPROVING A FORMAL 2021 DISTRICT BUDGET FOR THE
BRANSON HILLS COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, Missouri law, at Sec. 67.1451.8, RSMo, as amended, provides that the board of directors of a community improvement district is authorized to act on behalf of the district and, further, at Sec. 67.1471, RSMo, as amended, provides the procedure for development of the district budget by the board of directors of the district; and

WHEREAS, the Board of Directors (the "Board") of The Branson Hills Community Improvement District (the "District") wishes to adopt a proposed annual budget for the 2021 fiscal year for review and comment by the Board of Alderman of Branson, Missouri (the "City"); and

WHEREAS, a proposed 2021 budget for the District, a copy of which is attached hereto as **Exhibit A**, has been prepared for consideration by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of the District that the attached proposed 2021 budget for the District be approved by the Board; and

BE IT FURTHER RESOLVED, that the attached proposed 2021 budget for the District be submitted to the City for review and adoption.

The undersigned hereby certify that the above and foregoing resolution was approved by majority vote of the Board this November ____, 2020.

ATTEST:

Secretary

Chairman

(SEAL)

**EXHIBIT A
TO RESOLUTION 2020-06**

2021 Budget for Administrative Costs

Legal & Administrative	\$	13,400.00
Accounting	\$	6,000.00
Audit	\$	5,400.00
Insurance	\$	2,600.00
Master Association Dues	\$	4,600.00
Maintenance/Reserve		-
	<u>\$</u>	<u>32,000.00</u>

2021 Budget Message

Above is the proposed budget for administrative costs for The Branson Hills Community Improvement District (“District”) Fiscal Year 2021 (January 1, 2021 through December 31, 2021). Summaries of revenues and expenditures are provided for each line item. Financial information provided includes FY19 actual amounts, FY20 and FY21 budgeted amounts, and FY22 and FY23 estimated revenues and expenditures. Budgetary information has been prepared using the cash basis method of accounting.

1. Budget Summary

Comparative Statement of Revenues				
2019	2020	2021	2022	2023
1,025,700	990,000	995,000	1,000,000	1,010,000

Comparative Statement of Expenditures				
2019	2020	2021	2022	2023
1,025,700	990,000	995,000	1,000,000	1,010,000

2. Estimated Revenues

2.1 CID Tax Revenues: District revenues are projected to increase over the previous year. Revenues are derived from the imposition of a one-half of one percent (1/2%) sales tax on retail sales within the District. Total revenue for 2021 is expected to be **\$995,000**.

3. Proposed Expenditures

3.1 Administrative Costs:

3.1.1 Branson Hills Master Association Dues: The budget for payment of Branson Hills Master Association dues is \$4,600.

3.1.2 Legal Services: The cost for legal services is budgeted to be \$13,400.

3.1.3 E&O Insurance: The cost for insurance services provided by Missouri Rural Services Corp. is expected to be \$2,600.

3.1.4 Accounting Services: The budget for accounting services is expected to be \$6,000.

3.1.5 Maintenance/Capital Reserve: The budget for the maintenance reserve is expected to be \$0.

3.2 All Other Costs (including audit):

3.2.1: Economic Activity Taxes Pledged to Branson Hills TIF Plan. Economic activity taxes (“EATs”) pledged to the Branson Hills TIF Plan are budgeted to be \$497,500. This budgeted amount constitutes one half of the revenue expected to be collected from the sales tax imposed by the District.

3.2.2: Other Revenues Pledged to Branson Hills TIF Plan. Other EATs pledged to the Branson Hills TIF Plan are budgeted to be \$465,500. This budgeted amount constitutes the District revenues remaining after collection of \$26,600 for District administration costs and \$5,400 for District audit costs.

3.2.3 Annual Audit Cost. The Annual Audit is budgeted to be \$5,400.00.

76

ENTERTAINMENT

**COMMUNITY
IMPROVEMENT
DISTRICT**

2021 BUDGET

City of Branson**Combined Statement of Budgeted
Revenues and Expenditures -
76 CID - 175**

	2019 ACTUAL	2020 BUDGET	2020 PROJECTIONS	2021 BUDGET
BEGINNING FUND BALANCE	672,175	890,529	855,732	930,172
REVENUES:				
Taxes*	436,458	474,727	333,717	3,444,211
Interest Income	12,824	7,000	7,060	7,060
Misc. Revenue	-	-	-	-
TOTAL REVENUE	449,282	481,727	340,777	3,451,271
TOTAL AVAILABLE FUNDS	1,121,457	1,372,256	1,196,509	4,381,443
EXPENDITURES:				
Wages and Benefits	32,629	26,529	43,806	82,223
Contractual Services	49,597	38,200	36,216	94,492
Commodities	3,499	20,300	6,316	22,900
Capital	-	10,000	-	-
TOTAL EXPENDITURES	85,726	95,029	86,337	199,615
Transfers From Other Funds	-	-	-	-
Transfers To Other Funds	180,000	180,000	180,000	500,000
ENDING UNRESERVED FUND BALANCE	855,732	1,097,227	930,172	3,681,828

76 Entertainment CID - 175

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019 ACTUAL	2020 BUDGET	2020 PROJECTIONS	2021 BUDGET
175-0000-412.08-00	CID SALES TAX	436,458	474,727	333,717	3,444,211
175-0000-470.00-00	INTEREST	12,824	7,000	7,060	7,060
175-0000-480.50-00	MISCELLANEOUS	0	0	0	0
	Total Revenue	449,282	481,727	340,777	3,451,271
175-5010-510.10-01 +	WAGES & BENEFITS	32,629	26,529	43,806	82,223
	Total Wages	32,629	26,529	43,806	82,223
175-0710-510.20-27	ADMINISTRATIVE FEE	0	0	0	68,884
175-1095-510.20-15	ACCOUNTING	390	1,200	600	618
175-1095-510.20-17	LEGAL FEES	11,074	15,000	12,000	12,360
175-1095-510.20-48	INSURANCE	1,280	2,000	1,280	10,000
175-1095-510.20-99	CONTRACTUAL/OTHER	36,853	20,000	22,336	2,630
	Total Contractual Services	49,597	38,200	36,216	94,492
175-1095-510.40-01	SUPPLIES	3,499	10,300	6,316	12,900
175-1095-510.40-99	OTHER/CONTINGENCY	0	10,000	0	10,000
	Total Commodities	3,499	20,300	6,316	22,900
175-1095-510.70-99	CAPITAL	0	10,000	0	0
175-1095-510.91-40	MAJOR CAPITAL PROJECT		0	0	0
	Total Capital	0	10,000	0	0
175-1095-510.92-40	TRANSFER TO TOURISM FUND	180,000	180,000	180,000	500,000
	Total Transfers	180,000	180,000	180,000	500,000
	Total Expenditures	265,726	275,029	266,337	699,615

**HISTORIC
DOWNTOWN
BRANSON**

**COMMUNITY
IMPROVEMENT
DISTRICT**

2021 BUDGET

*Historic Downtown Branson
Community Improvement District*

September 16, 2020

Lisa Westfall, City Clerk
City of Branson
110 W. Maddux
Branson, MO 65616

Lisa,

The CID Board of Directors has approved the budget for fiscal year 2021. Included is the budget and resolution showing when it was approved. Minutes showing this action by resolution also included. Please let me know if there is anything else we may provide.

Sincerely,

Cris Bohinc

Cris Bohinc
CID Administrator
Historic Downtown Branson
Community Improvement District
PO Box 677
Branson, MO 65615-0677

RESOLUTION 2020-05

**HISTORIC DOWNTOWN BRANSON
COMMUNITY IMPROVEMENT DISTRICT**

A RESOLUTION OF THE HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2021.

WHEREAS, the Historic Downtown Branson Community Improvement District (the "District"), established on April 29, 2006, by ordinance of the City of Branson, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri ("RSMo"), as amended (the "CID Act");

WHEREAS, PURSUANT TO Section 67.1471, RSMo, the District desires to adopt a proposed budget and budget message for the District for fiscal year 2021, and to submit such proposed budget to the City; and

WHEREAS, pursuant to Article VI, Section 9 of the District Bylaws, the annual budget shall not be approved without the prior written consent of the City; and

WHEREAS, the District desires to adopt an annual budget for the operation of the District for fiscal year 2021, but, if appropriate, the District may reconsider such annual budget pursuant to any written comments received from the City or if the District fails to receive written consent from the City.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The District hereby adopts as its proposed annual budget and budget message for the fiscal year ending December 31, 2021, the budget and budget message which are attached hereto as Exhibit A and which are incorporated herein by reference.
2. The Board of Directors will review and consider any written comments or consent received from the City in response to submission of the proposed budget.
3. Subject to the condition in Section 2 of this Resolution, the District hereby adopts as its annual budget for the fiscal year ending December 31, 2021, the budget which is attached hereto as Exhibit A and which is incorporated herein by reference. In the event the District receives written comments from the City or fails to receive written consent from the City to adopt the proposed budget as the annual budget and the Board of Directors deems amendments to the annual budget are necessary, the Board of Directors may amend the annual budget by further resolution. If such amendment does not occur, then the action taken by this Section 3 of this Resolution shall be final.
4. This Resolution shall take effect immediately upon its execution by the Executive Director.

PASSED by the Board of Directors of the Historic Downtown Branson Community Improvement District on September 8, 2020.



Tom Motley, Chairman

HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT

BUDGET FOR FISCAL YEAR 2021

JANUARY 1, 2021 - DECEMBER 31, 2021

PROJECTED FUND BALANCE 1/1/2020	\$320,000.00
PROJECTED SUMMARY OF RECEIPTS: (Estimated Sales Tax Revenue From District)	\$320,000.00
TOTAL (Projected Income, Surplus, etc.)	\$640,000.00

SUMMARY OF DISBURSEMENTS:

CONTRACT TROLLEY SERVICE PROVIDER & REPAIRS	\$250,000.00
TROLLEY MISC. LARGE REPAIRS	\$18,000.00
RESERVE EXPENSE - FUTURE TROLLEY PURCHASE	\$45,000.00
CAPITAL IMPROVEMENTS	\$18,000.00
MARKETING & DISTRICT SIGNAGE	\$80,000.00
PROFESSIONAL FEES: (LEGAL, TITLE, ETC.)	\$2,000.00
ADMINISTRATIVE SERVICES (DBBA & Staff)	\$69,000.00
ADMINISTRATIVE SERVICES (COMPUTER, SOFTWARE)	\$3,000.00
AUDIT	\$3,750.00
DIRECTORS & OFFICERS LIABILITY INS.	\$1,200.00
GPS (MONITOR 4 VEHICLES)	\$576.00
OPERATIONS (OFFICE, DOR, ETC.)	\$2,000.00
MISC. FEES; BANK, CHECKS, LICENSING	\$274.00
TOTAL SUMMARY OF DISBURSEMENTS:	\$492,800.00
(Fund Balance Reserve 23%)	\$147,200.00
ENDING BALANCE:	\$0.00



Chairman, Historic Downtown Branson CID

September 8, 2020

**HISTORIC DOWNTOWN BRANSON
COMMUNITY IMPROVEMENT DISTRICT
MINUTES OF THE BOARD OF DIRECTORS OF THE DISTRICT

BOARD MEETING
September 8, 2020**

A meeting of the Board of Directors (the “**Board**”) of the Historic Downtown Branson Community Improvement District (the “**District**”) was held on September 8, 2020 commencing at approximately 4:15 p.m. at the offices of the CID, 120 S Commercial, Branson, Missouri 65616, pursuant to notice duly given.

Members of the CID Board who were physically present at the meeting were as follows:

Kyle Junck, Jim Babcock, Mary Bowman and Jerry Jeschke.

Members of the Board who participated by telephone conference were as follows: None.

Other individuals present at the meeting were as follows: Administrator Cris Bohinc and James Little.

Vice-Chairman Junck called the meeting to order at 4:16 p.m. A simple majority of the CID Board was present, a quorum was recognized and the meeting commenced.

PUBLIC COMMENT Vice-Chairman Junck asked if anyone wished to make any comments. There were no public comments.

CONSENT AGENDA Vice-Chairman Junck /Administrator Bohinc

- a. Minutes August 4th, 2020 & August 27th, 2020 Special Meeting
- b. Sales Tax Reports and Rolling 12. Sales tax was down 15% for July. The 1% sales tax was \$57,558.65 for July sales/September deposit. The rolling 12 submitted electronically to Directors.
- c. Bank Statements and Reconciliations – July and August bank statements sent electronically ahead for Directors to review.
- d. Petty Cash Reimbursement – \$79.02 Check Breakdown: \$4 for Intuit for monthly payroll fee for both July and August and \$75.02 to Woot for 200 face masks.
- e. Budgeted Bills:
 - GPS Insight \$48 September monitoring,
 - Brent Aitchison \$200 for September billboard,
 - Joe Reish \$300 September rent,
 - Destination Toolbox \$1,800 for August social media and design,
 - DBBA \$2,870.83 September public services,
 - Cris Bohinc \$555.10 September 80% health insurance reimbursement,
 - Missouri Director of Revenue \$41 September monthly liabilities.

- f. 941 monthly payment made and filed with EFTPS for September
- g. MO Director of Revenue monthly report filed and paid for September
- h. Trolley Stats and Calls August
- i. Social Media Report for August

Trolley Stats and Calls August. There were 2,497 riders which was down 4,915 passengers compared with June of 2019. Believing the reason is fewer people in town, fewer riding due to COVID and still only 1 trolley running. There were 31 informational calls with no complaints. Out of the 31 calls, most callers heard about the trolley online, plus from hotels, stores, brochures and friends. Most of the callers were visitors.

Social Media Report for August. Mr. Little provided the report electronically ahead of time. In August we ran advertising that used Google and Facebook to primarily drive traffic to RideSparky.com website. The content created in August: “Labor Day, One last chance for Branson summer fun” and “2020 Missouri Sales Tax Holiday Weekend on for August 7-9”.

Vice-Chairman Junck asked if all directors had time to review these items ahead of time, had any questions or wished to discuss any items further. After, he entertained a motion to approve items a. through i. on the consent agenda as listed. Motion made by Director Babcock. Seconded by Director Bowman. No further discussion. All in favor. Motion carried.

OTHER BILLS

Branson Area Rapid Transit – August Services Check Total: \$12,932.38

(Breakdown: Services & Insurance - \$11,472.06 and Maintenance & Repairs - \$1,460.32)

A motion was made by Director Jeschke to pay BART \$12,932.38 for August services.

Seconded by Director Bowman. No further discussion. All in favor. Motion carried.

NEW TROLLEY – T5

Inspected and delivered by BART. Tom Silva and one of the trolley drivers drove to inspect the new trolley. Once it passed the check list, Director Junck drove to Central bank and wired the final payment of \$134,493.00. Administrator Bohinc share the next steps. Sunshine Signs is measuring for the vinyl signage and pinstriping work which will be done soon. Mr. Silva has removed the brochure rack and A/V equipment from wrecked trolley 2 to now install in new trolley 5. He will also install the new GPS unit, as the one in the wrecked trolley was destroyed. Mr. Thompson sent a copy of the proof of insurance to us and copy of the title signed to the The District. It is being sent asap. The board held discussion on having the new trolley put into service when all this work is complete, since it has the warranty. Director Babcock suggested they use all the trolleys once in awhile to keep them running, but agrees to use the new trolley as the main one.

TROLLEY ROUTE

Autumn Daze reroute will close the Awbery stop from September 15-20. The reroute was done by Administrator Bohinc and sent to BART.

BUDGET 2021

Administrator Bohinc provides the 2021 budget to directors weeks ahead for review. She provided details for the line items, then directors began discussions. Each director was given the 2020

and 2021 budgets, along with the rolling-12 to have information in front of them. After several questions and comments, Director Jeschke asked us to call Mr. Thompson on speaker phone to ask questions about the life of a new trolley, escalated costs for a future new trolley, etc. The life expectancy of a well-maintained trolley would be a strong 15 years. Director Jeschke asked for 45,000 to be placed as a line item titled reserve expense. Administrator Bohinc said she would do this and take the 45,000 from the fund balance reserve line. With no additional changes requested, Administrator Bohinc said she would make these changes, email to directors to ensure the change is as they direct and approve. Once approved again via email, she will have it for Chairman Motley to sign. The 2021 budget needs to be to the Branson City Clerk by October 1st.

RESOLUTION 2020-05 A RESOLUTION OF THE HISTORIC DOWNTOWN
BRANSON COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ANNUAL BUDGET FOR
FISCAL YEAR 2021.

Vice-Chairman Junck entertained a motion to approve Resolution 2020-05 with the 2021 budget as amended. Director Bowman made this motion. Seconded by Director Babcock. No further discussion. All in favor. Motion carried.

OTHER

Administrator Bohinc purchased 200 Face Coverings for \$75.02 from Woot.com. In 3 weeks over 75 of those were distributed to passengers. The board thought the price was fine and that more could be ordered soon. Estimate spending \$55-60 a month on face coverings.

At this time, the board does not wish to change signage (with the closing of Taneycomo Landing Resort). Prior to that decision a price quote had been sought. For future reference, to change both sides of the map signs and to change the numbers on the large signs would cost \$560.

Per board request, the large trolley stop sign was reinstalled and the temporary closed signage put on it at Taneycomo Landing Resort.

ADJOURN 5:22 p.m. A motion was made by Director Jeschke to adjourn the meeting. Seconded by Director Bowman. All in favor. Meeting adjourned.

Respectfully submitted,

Jerry Jeschke, Secretary/Treasurer

Memo

To: File

From: Lisa Westfall *LW*

Date: December 1, 2020

Re: Forsythe Road CID Documents

No documents were submitted.

Memo

To: File

From: Lisa Westfall *RLW*

Date: December 1, 2020

Re: Branson Commerce Park CID Documents

No documents were submitted.

Memo

To: File

From: Lisa Westfall *LW*

Date: December 1, 2020

Re: Fall Creek Valley CID Documents

No documents were submitted.



STAFF REPORT

ITEM/SUBJECT: PRESENTATION OF A PETITION FOR CONSENT OF ANNEXATION FOR THE PROPERTY LOCATED AT 287 HUNTER AVENUE, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

DATE: DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- A petition for annexation has been received from Steve Creedon on behalf of SMBZ, LLC for this property.
- The property is currently vacant, but is proposed to be developed with a single family residential structure.
- Staff has reviewed the file and determined the property is contiguous with existing city limits.
- The Public Hearing concerning this petition has been scheduled for January 12, 2021. It is statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. Any person wishing to speak in regards to the petition can do so at the Public Hearing.
- The final reading is tentatively scheduled for January 26, 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: LU-2: Annexation.

ATTACHED EXHIBITS:

- 1) Vicinity Map
- 2) Annexation Application
- 3) Petition for Application



Legend

- Sanitary Sewer Manholes
- Liftstation
- Sewer Gravity Mains
- Sewer Pressurized Mains
- ◆ Water Hydrants
- ▲ Water System Valves
- Water Mains
- STORM INLET STRUCTURES
- ▼ STORM INTAKE STRUCTURES
- STORM OUTFALL STRUCTURES
- STORM_SEWER_PIPE
- DISTRIBUTION
- TRANSMISSION



1 inch = 100 feet

City of Branson
Planning & Development
Date: 11/19/2020

287 Hunter Ave

PLANNING & DEVELOPMENT DEPARTMENT

PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS



Annexation - Undeveloped
 Address: 287 HUNTER AVE
 Description: Request to annex

AX20-000004
 Application Date: 11/18/2020

Application Information*:

Applicant Name	Connie Kauffman
Applicant Email	connie@smbzconstruction.com
Applicant Address	PO Box 1700 4172944549 Hollister MO 65673
Applicant Company Name	SMBZ Construction LLC
Applicant Company Address	PO Box 1700 Hollister MO 65673
Applicant Home Phone	(417) 544-0850
Applicant Cell Phone	
Applicant Work Phone	(417) 294-4549
Are you the property owner?	No
Would you like to add additional team members?	Yes
Additional Team Member 1 Name	Patricia Preston
Additional Team Member 1 Email	pat@smbzconstruction.com
Additional Team Member 1 Address	22 Old Southern Road Branson MO 65616
Additional Team Member 1 Company Name	SMBZ Construction LLC
Additional Team Member 1 Company Address	22 Old Southern Road Branson MO 65616
Additional Team Member 1 Home Phone	
Additional Team Member 1 Cell Phone	(417) 527-0794
Additional Team Member 1 Work Phone	(417) 294-4549
Additional Team Member 2 Name	Jason Fucs
Additional Team Member 2 Email	jason@smbzconstruction.com
Additional Team Member 2 Address	PO Box 1700 Hollister MO 65673
Additional Team Member 2 Company Name	SMBZ Construction LLC
Additional Team Member 2 Company Address	PO Box 1700 Hollister MO 65673
Additional Team Member 2 Home Phone	(417) 894-1753
Additional Team Member 2 Cell Phone	
Additional Team Member 2 Work Phone	
Briefly describe current use	vacant lot

* Only fields that were populated are shown

Documents:

Attach a recent copy of the Warranty Deed/Deed of Trust: [Warranty Deed - 287 Hunter Ave Lot 10.pdf](#)

Attach property owner acknowledgement and notarization: [Property Owner Acknowledgement Notarized - 287 Hunter Ave Lot 10.pdf](#)

Applicant Signature: [signature.png](#)

Merge Document: [Annex verification form - 287 Hunter Lane Lot 10.pdf](#)

PETITION FROM PROPERTY OWNER AT 287 HUNTER AVENUE
REQUESTING ANNEXATION

Petition Requesting Annexation to the City of Branson
Parcel ID # 18-1.0-12-003-001-032.000

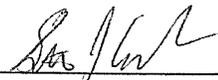
We, the undersigned **SMBZ, LLC**, a limited liability company of the State of Missouri, hereinafter referred to as the Petitioner, for its petition to the Board of Aldermen of the City of Branson state and allege as follows:

1. That we are the owners of all fee interests of record in the real estate in Taney County, Missouri, described as follows, to wit:

ALL OF LOT 10, BLOCK C, RAINBOW SHOALS NO. 1, A SUBDIVISION
ACCORDING TO THE RECORDED PLAT THEREOF, PLAT BOOK 5, PAGE 81,
TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND
CONVENANTS OF RECORD, IF ANY.
2. That said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Branson, Missouri.
4. That we request that the said real estate to be annexed to, and be included within the corporate limits of, the City of Branson, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the Board of Aldermen of the City of Branson to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Branson to include the above described real estate.

This Petition Requesting Annexation, made this 18th day of November, 2020.



Managing Member

ACKNOWLEDGMENT OF PROPERTY OWNER

STATE OF Missouri)
)
) SS.
COUNTY OF Taney)

On this 18th day of November, 2020, before me personally appeared Steve Creedon, to me known, and who being by me duly sworn, did say that he is the managing member of SMBZ, LLC, a limited liability company of the State of Missouri, and that as such managing member he has the authority to execute the foregoing *Voluntary Petition For Annexation* on behalf of said limited liability company, and said managing member acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

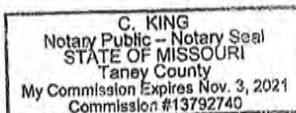


Notary Public

My Commission Expires:

11/3/21

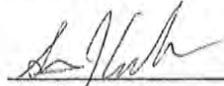
[SEAL]



VERIFICATION

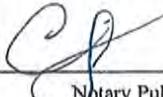
STATE OF Missouri)
)
COUNTY OF Taney) SS.

COMES NOW Steve Creedon being of lawful age and after being duly sworn, states that he has read the foregoing Petition Requesting Voluntary Annexation of Property into the City of Branson and that the facts therein are true and correct according to his best knowledge and belief.



Petitioner

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Notary Public

My Commission Expires:

11/3/21

[SEAL]





STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF BRANSON AND THE TRI-LAKES BIOSOLIDS JOINT MUNICIPAL UTILITY COMMISSION FOR BRANSON TO PROVIDE CONTRACT OPERATION OF THE BIOSOLIDS DEWATERING AND DRYING FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- The current Tri-Lakes Regional Biosolids Coalition made up of the Missouri cities of Branson, Hollister, Forsyth, Rockaway Beach, Kimberling City, Reeds Spring, Galena, and Sparta have recently worked with legal counsel to form the proposed Tri-Lakes Biosolids Joint Municipal Utility Commission. In January 2021 this Commission will formally assume ownership of all biosolids dewatering and drying facilities that are currently owned by Taney County. The facility ownership history and transition are more fully outlined in the detailed analysis section.
- This new Operations Agreement between the Commission and the City of Branson will replace an existing operations agreement between the City of Branson and the Tri-Lakes Biosolids Coalition.
- Under this agreement, the City of Branson will provide continued management and administrative functions, financial functions and record-keeping, and maintenance and operations of the biosolids facilities located at the Branson Cooper Creek and Compton Drive wastewater plants. Branson will also transport liquid biosolids by tank truck from the other member city facilities and coordinate disbursement of the final Class A treated biosolids material. The City of Hollister will have a similar agreement with the Commission for operation of dewatering equipment located at the Hollister wastewater plant.
- Similar to the Coalition agreement being replaced, under this agreement the Commission will pay Branson for all personnel costs, including salary and benefits, necessary to manage and operate the biosolids facilities and for the cost of any City equipment used for the operation of said facilities. Specific duties are outlined in the proposed operations agreement.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: EI-3

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF BRANSON AND THE TRI-LAKES BIOSOLIDS JOINT MUNICIPAL UTILITY COMMISSION FOR BRANSON TO PROVIDE CONTRACT OPERATION OF THE BIOSOLIDS DEWATERING AND DRYING FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

In 2015 construction of a regional biosolids drying facility was completed and placed in service. These facilities are located at the City Branson and City of Hollister wastewater treatment plants.

The regional biosolids facilities are currently utilized by a coalition of Missouri cities including Branson, Hollister, Forsyth, Rockaway Beach, Kimberling City, Reeds Spring, Galena, and Sparta.

The biosolids facilities are currently owned by Taney County as this was a requirement for the receipt of an initial \$3,000,000 grant through MDNR to construct the facility. The County contributed \$3,000,000 in matching funds and an additional \$750,000 to construct a storage silo all from the half-cent County sewer sales tax. The County was required to own the facilities for at least the first five years of operation.

The City of Branson donated an existing building at the Cooper Creek wastewater for the main drying facility and contributed \$250,000 to install exterior block on an addition to the building to match all other existing facilities. The County entered a lease agreement with the City of Branson for the City property on which the completed biosolids dryer building is located.

In 2015 the County assigned the responsibility of facility operation to the Coalition of cities. The Coalition formed a Board of Directors and entered a contract with the cities of Branson and Hollister to operate the biosolids dewatering and drying equipment located at their respective wastewater plants.

During 2020 the Coalition and County began work to transition ownership of the facilities to the member cities. In order for the member cities to own and manage the facilities, it was necessary to establish a Joint Municipality Utility Commission. This required all member cities to sign a cooperative agreement. This process has been completed and the Commission will assume the facilities in January 2021.

The final steps in this process are to form agreements between the Commission and cities of Branson and Hollister for continued operations of the facilities, terminate the County's property lease at the Cooper Creek site and implement a similar lease between the City of Branson and the Commission and each City will need to appoint a representative and an alternate to the Commission Board of Directors.

BILL NO. 5926

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF BRANSON AND THE TRI-LAKES BIOSOLIDS JOINT MUNICIPAL UTILITY COMMISSION FOR BRANSON TO PROVIDE CONTRACT OPERATION OF THE BIOSOLIDS DEWATERING AND DRYING FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the Tri-Lakes Joint Municipal Utility Commission is responsible for operations of biosolids dewatering and drying facilities located at the City of Branson Compton Drive and Cooper Creek wastewater plants; and

WHEREAS, the Tri-Lakes Biosolids Joint Municipal Utility Commission will contract the operations and maintenance of these facilities to the City of Branson; and

WHEREAS, the Board of Aldermen desires to award the agreement for the City of Branson to contract operate the Tri-Lakes Biosolids Joint Municipal Utility Commission facilities located at the Branson sites.

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 operations agreement with Tri-Lakes Biosolids Joint Municipal Utility Commission and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Read, this first time on this _____ day of _____, 20__.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

OPERATIONS AGREEMENT FOR TRI-LAKES BIOSOLIDS REGIONAL DEWATERING AND
DRYING FACILITY

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the Tri-Lakes Biosolids Joint Municipal Utility Commission, hereinafter referred to as "Commission", and the City of Branson, Missouri, hereinafter referred to as "City", collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, the Missouri public entities of Branson, Hollister, Forsyth, Kimberling City, Reeds Spring, Rockaway Beach, Galena and Sparta, hereinafter referred to as "Members", have formed the Commission and have entered into an intergovernmental agreement known as the "Tri-Lakes Biosolids Joint Municipal Utility Commission Contract", attached hereto as reference and hereinafter referred to as the "JMUC Agreement" for the purpose of collectively treating to class A standards, biosolids generated from Member wastewater treatment facilities; and,

WHEREAS, under the JMUC Agreement, the Commission will own and operate a biosolids dewatering and drying facilities located at the City of Branson's Cooper Creek and Compton Drive wastewater treatment plants (exclusive of the land), to be known as the Tri-Lakes Biosolids Dewatering and Drying Facility, hereinafter referred to as "The Facilities"; and,

WHEREAS, the Commission desires to engage the City to provide management, administrative, financial, operations and maintenance services, as more particularly described in Exhibit "A", Scope of Work, attached hereto and incorporated herein by reference, for The Facilities; and,

WHEREAS, the City desires to provide such services, subject to the terms and conditions contained herein; and,

WHEREAS, the Commission and City have the authority under the laws of the State of Missouri to enter into an agreement for management, administrative, financial, operation and maintenance services of The Facilities;

NOW, THEREFORE, it is contracted and agreed by and between the parties as follows:

1. Scope of Work: The Commission agrees to engage the City and the City agrees to perform the services set forth in Exhibit "A", Scope of Work.

2. Addition or Deletion to Scope of Work. Any addition or deletion to the Scope of Work shall be in writing and shall become effective only upon approval of the Commission and the City's Board of Aldermen.
3. Exchange of Data. All information, data, and reports as are existing, available and necessary for carrying out of the Scope of Work shall be furnished to the requesting Party without charge, and the Parties shall timely cooperate with each other in facilitating the Scope of Work.
4. Payment for Labor and Materials. The City shall pay its employees for its labor costs associated with its performance as set out in this Agreement. The Commission shall reimburse the City for all costs of labor on a monthly basis for City's management, administrative, financial, maintenance and operation services of The Facilities. All work required hereunder will be performed by City personnel who are fully qualified and authorized under state and local law to perform such work. The Commission shall also make funds available to cover all costs for parts, equipment replacements, materials, chemicals, fuel, electricity, water, natural gas and supplies for necessary operations and upkeep of The Facilities.
5. Term. The work of the City shall commence after the execution of this Agreement and shall be undertaken and on-going as written, or as modified in accordance with the terms of this Agreement, until terminated by either party to the Agreement in accordance with Paragraph 8B below.
6. Work and Financial Management. The City shall maintain a record of the hours and type of work performed to operate The Facilities under this Agreement, which shall be open to all Commission members for review during normal business hours.
7. Payment. The Commission agrees to pay the City on a monthly basis for services performed within fifteen (15) days following receipt of City's invoice. The Commission agrees to pay the City for actual personnel and labor costs based on each working employee's salary and benefit package while an assigned employee is performing work for the Commission. The City shall provide an estimate for all personnel and labor costs for each fiscal year at least sixty (60) days prior to the beginning of each fiscal year to allow the Commission the ability to set each fiscal year budget. This amount shall be amended annually.
8. Termination of Contract:
 - A. Termination for breach. Failure of the City to fulfill its obligations under this Agreement in a satisfactory manner and in accordance with the Scope of Work shall constitute a breach of contract and the Commission shall have the right to terminate the Agreement after giving City thirty (30) days written notice of any breach in City's

fulfillment of the Scope of Work. In the event that the deficiency complained of has not been cured within the said thirty (30) day period, this Agreement shall be terminated unless additional time is mutually agreed upon, in writing, to cure said breach. In the event of termination for lack of curing a breach, all finished or unfinished documents, data and reports or other materials prepared by the City under this Agreement shall, at the option of the Commission, become its property, and the City shall be entitled to receive just and equitable compensation for all satisfactory work completed prior to termination and other materials; provided, that the City shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any such uncured breach of contract by the City.

- B. Right to terminate in the absence of breach. Either Party may terminate this Agreement, or any particular service being provided within the Agreement, after providing no less than one hundred eighty (180) days written notice to the other Party, provided qualified operational, administrative or financial professionals can be obtained and a contract entered into for an amount equivalent to or less than costs being charged by the City. The Commission shall pay all invoices due and payable to the City for final work performed within thirty (30) days following termination of this Agreement or particular service.
9. Discrimination. The City agrees, in the performance of this Agreement, not to discriminate on the ground of, or because of, race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee of the City or applicant for employment.
10. General Independent Service Provider Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the City will be an independent service provider and not the Commission's employee for any purpose, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The City will retain sole and absolute discretion in the judgement of the manner and means of carrying out the City's activities and responsibilities hereunder. The City and the Commission agree that this Agreement shall not be construed as creating any joint employment relationship between the City and the Commission and the Commission will not be liable for any obligation incurred by the City apart from the obligations set forth in this Agreement.
11. Benefits. The City shall not be covered by any Worker's Compensation Program of the Commission, if existing.
12. Liability and Indemnity. The Parties mutually agree to the following:

- A. Each Party to the Agreement shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, agents and independent contractors thereof.
 - B. To the extent permitted by law, each Party to this Agreement and each Member of the Commission shall indemnify, save and hold harmless the other Party and all its respective officers, agents, employees and independent contractors from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons, recovered in a court of law, against the other Party (or Member of the Commission) to this Agreement by reason of any act or omission of the responsible Party, its representative officers, agents, subcontractors or employees, in the execution of the work related to this Agreement.
 - C. The Parties further agree that nothing contained herein shall be construed or interpreted as denying to any Party any remedy of any defense available to such Party under the laws of the State of Missouri, nor a waiver of sovereign immunity.
 - D. Each Party (and Commission Member) shall provide, where applicable, necessary workers compensation coverage and unemployment compensation for its employees.
13. Insurance. The City shall maintain, at the City's expense, adequate liability insurance to meet the upper limits of the statutory requirements, of sections 537.610.2 and 537.610.5 of the Revised Statutes of Missouri to protect the Commission against any loss, damage and/or expense related to the City's gross negligence in performance of work under this contract.
- A. Written evidence of the required insurance coverage must be submitted by the City no less than ten days prior to the commencement of the Scope of Work.
 - B. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the City shall be construed to constitute a waiver of any sovereign immunity as set forth in the section 537.600 through 537.650 of the Revised Statutes of Missouri, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, nor constitute a waiver of any available defense. The City shall cause all policies of insurance related to this contract to be indorsed in accordance with this subparagraph.
 - C. The City shall further provide, maintain and furnish 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 sections 537.610.2 and 537.610.5 of the Revised Statutes of Missouri, as amended from time to time.

- D. Insurance Certificates. It shall be the sole responsibility of the City to provide the Commission with the most up-to-date insurance certificates and to keep them current throughout the term of the contract. Any failure to maintain insurance coverage shall not relieve City of any contractual responsibility, obligation or liability under the contract documents. Insurance certificates shall be faxed or mailed to the address provided by the Commission.
14. Notices. All notices required or permitted herein under and required to be in writing may be given by electronic facsimile or by first class mail to the addresses hereinafter set forth. 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 electronic facsimile transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 pm 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.
15. 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.
16. Entire Agreement. This Agreement contains the entire agreement of the Parties. No modification, amendment, assignment or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring to the provision herein to be modified, and signed by both Parties.
17. Compliance with Laws. The Parties agree to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision and acceptance of services hereunder.
18. Contact Information:
- | | |
|--------------------------------|--------------------------------|
| City of Branson | Tri-Lakes Biosolids Commission |
| Attn: Contract Management | Attn: Commission Chair |
| 110 West Maddux St., Suite 205 | P.O. Box 6975 |
| Branson, MO 65616 | Branson, MO 65615 |
| 417-337-8522 | 417-243-2740 |
| Fax: 417-335-4354 | Fax: 417-335-9518 |

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its authorized representatives on the day and year set opposite the signatures of said representatives.

Exhibit "A"
SCOPE OF WORK

The Commission engages the City as an independent service provider to perform management, administration, financial, operation and maintenance services of The Facilities under the terms of this Agreement.

The City shall perform all services necessary for the proper and satisfactory operation of The Facilities in full compliance with all regulatory and legal requirements. The City shall use acceptable operating and maintenance procedures pertaining to all facility equipment in accordance with the equipment manufacturer's recommendations. The City shall regularly report to the Commission members and officers regarding operations, current regulatory requirements, costs and expenditures, invoicing and fee collection, biosolids analysis and tracking, reports, equipment repairs and maintenance of The Facilities.

The City shall not be responsible for treatment beyond the capabilities of the facility equipment nor shall the City be responsible for non-compliance of regulatory standards due to and resulting from abnormal, unacceptable, hazardous or toxic materials delivered from and contained within the liquid sludge or dewatered biosolids received from any Member city treatment facility.

The City shall provide personnel adequate to manage, operate and maintain The Facilities in a manner to meet the Missouri Department of Natural Resources and the U.S. Environmental Protection Agency standards for Class A Biosolids processes.

The City shall charge the Commission, and the Commission agrees to pay, for reimbursement of the City's actual personnel and labor cost, on a monthly basis, for City personnel performing work as outlined herein and related to management, administration, financial, operations and maintenance services, including actual costs to the City for regular wages, overtime and benefits of said personnel for the amount of time an individual employee performs work pertaining to The Facilities.

1. The City shall provide personnel skilled in the following categories
 - 1.1 Management/Supervision
 - 1.2 Administration
 - 1.3 Finance
 - 1.4 Operations and Maintenance
2. Under this Agreement City personnel shall perform labor for the following functions:
 - 2.1 Management/Supervisory shall:
 - a. Oversee, manage and supervise daily operations.
 - b. Schedule personnel for the operation, maintenance and repair of designated facility

- equipment.
- c. Coordinate and schedule for the transportation of liquid wastewater sludge and cake biosolids, as necessary, that are generated from Member treatment plants.
 - e. Procure bids and seek competitive pricing for the Commission in all purchases of parts, equipment, equipment repair if necessary, chemicals, materials and supplies in accordance with requirements of State laws and guidelines for public entities.
 - f. Coordinate disposal of final product whether by use of Commission equipment, City equipment or through contract haulers such as property owners that may receive the final product.
 - g. Review all final reports, provide information and make presentations to the Commission Board and Members regarding operations, maintenance and future planning for The Facilities.
 - h. Prepare and submit for consideration and approval to the Commission an annual operating budget at least sixty (60) days prior to the end of the operations year, including costs for management, supervision, administration, financial, operations and maintenance services, utilities to include water, sewer, natural gas and electricity and costs for chemicals, parts, equipment maintenance, repair, upgrades and replacements, supplies and contractual services and maintenance of necessary reserves.
 - i. Institute and update a comprehensive preventative maintenance program for all equipment and infrastructure assigned to the City for operation through this Agreement. Maintenance records maintained by the City for the equipment and Facilities shall include a history of maintenance for each item of equipment, spare parts inventory, and schedule of program maintenance.

2.2 Administrative personnel shall:

- a. Maintain filing systems for all operational activities, repairs, equipment maintenance, preventative maintenance, sampling, process control, use and disposal of final product biosolids, agency reports, purchases and expenditures, asset management, and inspections.
- b. Prepare all background information for invoices and charges to Member cities.
- c. Prepare meeting agendas and post in compliance with Missouri Sunshine Law. Maintain record of meeting minutes in compliance with States laws.
- d. Provide a monthly report to the Commission regarding operations, maintenance/repair activities and related costs.
- e. Generate and provide a monthly report to the Commission of dry tons of biosolids processed from each Member treatment facility.
- f. Prepare and submit, where required, all regulatory reports pertaining to monitoring of biosolids and provide this information to the appropriate agency.

2.3 Finance personnel shall:

- a. Establish and maintain an accounting system to track and indicate revenues and expenditures.

- b. Establish and maintain an accounting system for deposits, collected revenues and charges and payment of invoices pertaining to all purchasing and payments for utilities, parts, equipment, chemicals, fuel, materials, supplies, labor and all other expenses pertaining to operation of The Facilities.
- c. Establish and maintain an accounting system to track capital reserve/equipment replacement funds.
- d. Invoice each member city on a monthly basis for drying services for the monthly dry tons of biosolids processed for each Member. The invoice shall indicate unit pricing, total amount in dry tons of biosolids dried for the individual Member city. Invoices shall be mailed to each member during the second week of each month and shall be due the 10th of the following month.
- e. Pay all invoices, on behalf of the Commission, associated with costs for operations and maintenance of The Facilities, utilizing Commission funds budgeted, collected and designated for said operations and maintenance of The Facilities.

2.4 Operations and Maintenance Personnel shall:

- a. Record and log on a daily basis all dewatering and drying operational activities, hours for labor and hours of operation of equipment.
- b. Record and log total amounts of liquid sludge and dewatered biosolids received, amount of biosolids dried, amounts and pickup times of individuals or contract haulers receiving dried biosolids, amount of dried biosolids received by or returned to member cities, amounts and locations where biosolids may, if necessary, be land applied by the Commission.
- c. Monitor operations of all facility components by physical means and by link to the City's computer SCADA monitoring system.
- d. Operate, in accordance with manufacturers recommendations two fixed centrifuge units, sludge feed and polymer injection pumps and other associated dewatering process equipment, dewatered biosolids receiving station, bin and associated conveyance components, biosolids dryer and related equipment, and all electrical and manual controls of equipment.
- e. Operate a liquid tanker and dump truck, either owned by the Commission or the City for the purpose of transporting liquid wastewater sludge and dewatered biosolids from Member treatment facilities.
- f. Schedule and coordinate with individual Members for pumping of liquid sludge from individual Member treatment plants.
- g. Sample all sludges, dewatered and dried biosolids as necessary to meet regulatory and process control requirements.
- h. Perform solids analysis on said sludge and biosolids samples to determine the percentage of solids and dry tons.
- i. Perform preventative maintenance and repair of equipment, buildings and all related components of The Facilities in accordance with manufacturers' recommendations.
- j. Perform general maintenance and cleaning of the facilities and equipment

and upkeep of facility grounds.

- k. Troubleshoot and diagnose mechanical and electrical component problems and make adjustments, calibrations and repairs as necessary.

3. If a City owned tanker truck, dump or spreader truck is utilized for the transportation of liquid, dewatered or dried biosolids, the City shall charge the Commission for the actual operations, maintenance, repair, replacement, fuel and insurance coverage costs of the City vehicle based on the percentage of use for the biosolids project. Replacement costs shall be based on a ten year life use of the vehicle.

4. Third Party Services

4.1 All necessary laboratory analysis for metals and nutrients contained in the dewatered or dried biosolids shall be subcontracted to a qualified third party laboratory. The laboratory shall be selected through a bid and qualification process with final selection to be approved by the Commission. The City shall coordinate the sampling and testing schedules with the third party laboratory.

4.2 Any electrical or mechanical repairs that may require special skills beyond the capabilities of existing City staff, special tools or equipment which may not be obtainable or practical for purchase as determined by the Commission, shall be contracted where necessary to a third party contractor and, where applicable, shall follow the same bid and best pricing process as described in 4.1 above.

5. Disposal of end product dried biosolids.

5.1 The City shall track total amounts of dried biosolids generated from the drying facility and separate the total by any amounts received from the individual Member cities.

5.2 The City shall schedule pickup of processed biosolids with any individual or contract customers hauling these materials from The Facilities.

5.3 The City shall coordinate and perform the following on behalf of the Commission:

- a. Sell any amount of processed biosolids specified by the Commission to a contract customer.
- b. Allow each Member city to purchase for their own use the amount of biosolids that Member city has delivered to The Facilities which could have been sold to a contract customer.
- c. Allow each Member city to utilize, for their own use, any remaining amount of biosolids which that Member city has delivered to The Facilities and which is

not sold to a contract customer.

- d. Allow any member city to also utilize any unwanted portion of biosolids from another Member city which is not sold to a contract customer.
- e. Allow each Member city to pick up and haul said amount of biosolids which that city wishes to utilize, with that Member city's truck, or the Member city may request said amount of biosolids be delivered to the Member city's designated location via a Commission or City truck.
- f. Provide, at the Commission's discretion, at no charge, to the general public, any remaining portion of biosolids not sold to a contract customer or utilized by a Member city.
- g. Dispose of, by means of dry spread land application, utilizing a Commission or City truck, any remaining biosolids received at The Facilities that is not sold to a contract customer, utilized by the Member cities or taken by the general public.
- h. Factor all costs to the Commission for delivering dried biosolids to a location designated by a Member city or for dry spread land application into the per dry ton cost for processing.
- i. Apply any revenue received from the sale of biosolids by the Commission toward the cost of operation and maintenance of The Facilities.

6. Emergency Response Plan and Safety Program

The City shall implement, follow and train personnel regarding applicable safety standards and emergency response plans necessary for operation of The Facilities equipment, transportation and handling of liquid sludge and processed biosolids.

7. Training

City personnel performing work in The Facilities shall attend necessary training (at the discretion of the Commission) for proper operation of the dewatering and drying equipment and to allow for proper understanding of regulatory standards. Costs for class registrations, class time attended, travel time, meals and associated expenses by personnel in training shall be reimbursed to the City by the Commission.

8. Inventory

The City shall prepare and provide to the Commission an annual inventory of equipment, tools, materials on hand, supplies and spare parts. Any purchase of equipment, tools, materials, supplies and spare parts specifically for use in The Facilities shall, upon purchase, become the property of the Commission. The

Commission shall reimburse the City as outlined in this Agreement for the cost of these items.

9. The Commission:

- a. Under terms of the JMUC Agreement the Commission may assign its operation and management responsibilities to a Contract Operator.
- b. In accordance with the terms and provisions of this Agreement the Commission is contracting with the City for the Management, Administration, Financial, Operation, Maintenance & Replacement responsibilities necessary for The Facilities located at the City's Compton Drive and Cooper Creek wastewater treatment facilities.
- c. The Commission hereby contracts with the City to file and submit all reports, maintain all records, collect all fees from Commission Members utilizing The Facilities and to pay all invoices and billings from said collections for all operations of The Facilities.
- d. The Commission contracts and agrees to pay the City for the services as described in this Agreement.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A CONTRACT WITH S & S PUMPING, INC. TO ACCEPT HOLDING TANK AND SPECIAL WASTE FOR TREATMENT AT THE BRANSON WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- Following requirements outlined in Branson Municipal Code Sec 90-35, area septic haulers are allowed to deliver domestic waste pumped from individual septic tanks, small wastewater treatment plants and various holding tanks from locations within Stone and Taney Counties, to the Branson wastewater treatment facilities for processing. Anticipated volume of waste to be delivered to our facilities from January 1, 2021 to December 31, 2021 is approximately one million gallons, producing an anticipated revenue of approximately \$17,000 for this period.
- Branson has provided this service to area septic haulers since 2002. Treatment of this waste has had no adverse effect on our systems and has been a benefit to the environment and local community.
- The 2021 fee structure of \$10.11/1000 gallons for holding tank waste and \$21.37/1000 gallons for septic waste will produce adequate revenues to offset the cost of treatment.
- The proposed contract and established fee structure was presented to and reviewed by the Budget and Finance Committee on October 22, 2020. The Committee recommended the contract be submitted to the Board of Aldermen for approval.

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: E1-3

ATTACHED EXHIBITS:

BILL NO. 5927

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH S & S PUMPING, INC. TO ACCEPT HOLDING TANK AND SPECIAL WASTE FOR TREATMENT AT THE BRANSON WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to enter into a contractual agreement to process holding tank and special wastes delivered to the Branson wastewater treatment facilities by S & S Pumping, Inc.; and

WHEREAS, accepting waste delivered by S & S Pumping, Inc. has been recommended for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby approves the contract with S & S Pumping, Inc. to accept holding tank and special waste for treatment for the Branson Wastewater Treatment Facilities 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 11/19/20
Chris Lebeck #51831
City Attorney

CONTRACTUAL AGREEMENT

This agreement, made and entered into this _____ day of _____, 2020, by and between THE CITY OF BRANSON, a Fourth Class City in the State of Missouri, hereinafter referred to as "City" and S & S PUMPING, INC. hereinafter referred to as "Septic Hauler".

WITNESSETH:

WHEREAS, the proper treatment of wastewater is advantageous to both the City and the Septic Hauler, and;

WHEREAS, the long-term environmental and economic vitality of the region is dependent upon the quality and health of Table Rock Lake, Lake Taneycomo, Bull Shoals Lake, and all area streams and ground water, and;

WHEREAS, it is the mutual benefit of the parties hereto to enter into the following agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS;

1. The term of this agreement will be from **January 1, 2021 to December 31, 2021**.
2. Septic Hauler agrees to only transport untreated domestic wastewater originating from holding tanks or special waste (defined as septic tank pumpage or waste sludge from package treatment systems) from within Stone and Taney Counties of Missouri and transport to a location in the City's sewer collection system. The exact location to be utilized is to be designated by the City's Utilities Director. Septic Hauler agrees to provide any and all manpower, labor, equipment, and appurtenances necessary to discharge the wastewater into the City's sewer system.
3. Due to loading capacity at the wastewater plants, the City will only accept up to a maximum of 30,000 gallons per day of holding tank waste and up to a maximum of 30,000 gallons per day of septic tank/waste sludge. These wastes will be accepted on a first come first served basis from various septic haulers. Once the maximum gallons per day amount is received, no additional waste will be accepted unless approved by the Utilities Director and only in the event of an environmental emergency.
4. The City agrees to accept holding tank waste and special waste for treatment provided the waste strength is no more than 10,000 mg/1 in Biochemical Oxygen Demand (BOD). However, the City may reject any load or loads or suspend the service at any time. Any waste with greater strength than 10,000 mg/1 is hereby rejected.

5. Septic Hauler agrees to pay to the City on a monthly basis an amount of:

- a) **\$10.11/1000 gallons for holding tank wastes with BOD strength of 0 - 600 mg/l.**
- b) **\$21.37/1000 gallons for special waste (Septic tank waste or waste sludge from package treatment plant) with BOD strength of 600 - 10,000 mg/l.**

Rates for treatment of holding and special wastes are subject to change as determined and established by ordinances set forth and approved by the City Board of Aldermen. These rates are established in City Code, Article II - Section 90-35. Any change in the rates shall take place after thirty (30) days notice from the City to the Septic Hauler. Billing shall be on a monthly basis.

Late payments shall be subject to the requirements of City Code, Article II – Section 90-38. If any bill for services received shall remain due and unpaid from the due date thereof, a five (5) percent late charge shall be added to the next month's bill for said services. Failure to pay an overdue bill within twenty five (25) days from the due date will result in discontinuation and disconnect of services. Services shall not be reconnected until the bill is paid in full, together with a \$20.00 disconnection and reconnection charge. If a five (5) percent late charge is not paid within twenty (25) days of the due date of the bill upon which the charge first appears, service will be discontinued and disconnected and shall not be reconnected until the late fee is paid in full, together with a disconnection and reconnection charge of \$20.00.

- 6. Nothing contained in this agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this agreement prohibit the enactment or increase by the City of any tax or fee.
- 7. The parties agree they will cooperate with one another in accomplishing the terms, conditions, and provisions of this agreement, and will execute such additional documents as necessary to effectuate the same.
- 8. Septic Hauler agrees it will hold the City harmless from any and all claims, causes and actions, or liabilities arising out of this agreement or the operation hereunder and will indemnify, save and hold harmless the City against any and all costs, expenses, counsel fees, and judgments resulting there from.
- 9. Both parties agree this agreement represents a complete agreement between the parties and there are no promises of representations or understandings not expressly set out herein. This agreement may only be modified in writing, signed by both parties, and approved by the City and Septic Hauler with the same formalities as this agreement. This agreement may be terminated, at will, by either party after providing a 60-day written notification of the desire to terminate.

10. 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 this 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.

11. The Septic Hauler must have and maintain, at the Septic Hauler'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 Septic Hauler'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 nine hundred five thousand six hundred sixty-four dollars (\$2,905,664.00) 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 nine hundred five thousand six hundred sixty-four dollars (\$2,905,664.00) 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 Septic Hauler will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Septic Hauler'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. Septic Hauler understands and agrees that the insurance required under the terms of the contract in no way precludes the Septic Hauler from carrying such other insurance as may be deemed necessary by the Septic Hauler for the operation of the Septic Hauler's business or for the benefit of the Septic Hauler's employees.
 - G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Septic Hauler 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 Septic Hauler 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 Septic Hauler 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 Septic Hauler 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 to the attention of CONTRACT MANAGEMENT at 417-335-4354.
12. 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 Septic Hauler at the addresses shown below. 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

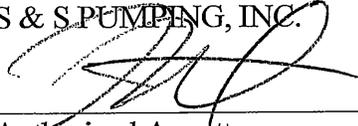
FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

13. 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.

14. This agreement is between the parties and does not include any subcontractors or sub-service providers.

IN WITNESS WHEREOF, both parties have executed this agreement on the day and year first above written.

S & S PUMPING, INC.



Authorized Agent

Owner

Title

Address: 107 Summit Pt.

Saddlebrook, mo 65630

Phone: 417 546 2390

Fax: N/A

Tax ID or SSN: 46-0496912

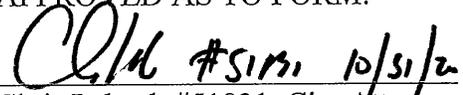
CITY OF BRANSON

E. Edd Akers, Mayor

ATTEST:

Lisa K. Westfall, City Clerk

APPROVED AS TO FORM:



Chris Lebeck #51831, City Attorney

Mail: City of Branson
Attn: Lisa Westfall
110 W Maddux St. Ste 205
Branson, MO 65616
Phone: 417-337-8522



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF BRANSON REGIONAL ARTS COUNCIL PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ADMINISTRATION

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- The City each year has budgeted to contract for services for temporary public assistance. Bids were solicited and agencies submitting bids were reviewed by the Outside Program Assistance Committee.
- The committee met on November 5, 2020 to review bids and make recommendations for money to be awarded to those who responded to the RFP.
- The contracts listed on the detailed analysis page are based on the committee’s recommendations and services are for the 2021 fiscal year with a total award amount of \$32,000.
- Once the contracts are approved and executed, agencies will be allowed to turn receipts in for reimbursement from January 1, 2021 until December 31, 2021.
- The Committee recommended the City send out a second RFP to use the remaining budgeted funds. This RFP was issued on November 10, 2020 and the due date is December 1, 2020. The Outside Program Assistance Committee will be reconvened to review the RFP’s submitted and their recommendations will be brought back to the Board at a later date.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 2.2: Community Fabric.

ATTACHED EXHIBITS: Exhibit 1 – Outside Program Assistance Committee Minutes

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF BRANSON REGIONAL ARTS COUNCIL PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

- The Branson Regional Arts Council awarded \$3,000 – will use the City grant funds to provide funding for youth scholarship opportunities for the underprivileged or gifted students in the visual arts and theater arts for Branson youth residents and funding for educational youth symphony experience.

This Staff Report includes information for the next 4 agenda items:

- Elevate Branson awarded \$7,000 - will use the City grant funds to provide transportation for Branson residents to get to essential medical appointments and health and mental health services, and to obtain necessary documents to gain employment (i.e.; social security cards and birth certificates).
- The Faith Community Health Center, Inc. awarded \$12,000 - will use the City grant funds to assist Branson residents when the patient is unable to obtain a prescribed medication for an urgent dental or medical need when the patient would otherwise go untreated.
- The Taneyhills Community Library awarded \$5,000 - will use the City grant funds to provide funding to purchase children's and young adult books.
- The Women's Crisis Center of Taney County, Inc. awarded \$5,000 - will use the City grant funds to assist with prescription assistance, food, personal hygiene supplies, clothing, diaper and basic necessities for women and their children staying in the women's shelter.

MINUTES

MEETING OF THE OUTSIDE PROGRAM ASSISTANCE COMMITTEE
CITY OF BRANSON, MISSOURI
November 5, 2020

INTRODUCTORY

The Outside Program Assistance Committee of the City of Branson, Missouri met for a committee meeting in the Municipal Courtroom of Branson City Hall, Branson, Missouri, on November 5, 2020, at 8:30 a.m. The following members were present:

Ted Martin presiding, Larry Milton, Jeff Matthews, Melody Pettit, Cris Bohinc and Howard Boyd.
Absent: Edd Akers.

AGENDA

Discussion of selection process by the Committee.

Larry Milton moved to proceed with review of the five applications received and assign funding amounts, seconded by Melody Pettit. The motion passed unanimously.

Review of agencies requests for proposals and make recommendation for consideration of the Board of Aldermen.

Cris Bohinc moved to recommend the amounts be awarded as follows:

Branson Regional Arts Council - \$3,000

- To provide funding for youth scholarship opportunities for underprivileged or gifted students in the visual arts and theater arts for Branson youth residents and funding for educational youth symphony experience.

Elevate Branson - \$7,000

- To provide transportation for Branson residents to get to essential medical appointments, health & mental health services, and to obtain necessary documents to gain employment (ie; social security cards and birth certificates)

Faith Community Health - \$12,000

- To assist Branson residents when the patient is unable to obtain a prescribed medication for an urgent dental or medical need when the patient would otherwise go untreated.

Taneyhills Library - \$5,000

- To provide funding to purchase Children's and Young Adult books.

The Crisis Center - \$5,000

- To assist with prescription assistance, food, personal hygiene supplies, clothing, diapers and basic necessities for women and their children staying in the women's shelter.

Total amount awarded - \$32,000

Seconded by Howard Boyd. The motion passed unanimously.

Larry Milton moved to recommend the City send out a second RFP to use remaining budgeted funds for the Outside Assistance Program, seconded by Melody Pettit. No discussion. The motion passed unanimously.

ADJOURN

Cris Bohinc moved to adjourn, seconded by Larry Milton. The motion passed unanimously. The meeting adjourned at 10:20 a.m.

BILL NO. 5929

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF BRANSON REGIONAL ARTS COUNCIL PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to provide the opportunity to experience the arts and cultural enrichment programs on a local basis at minimal cost, particularly activities made available to school age children to help round their cultural experiences; and

WHEREAS, the Board of Aldermen desires to execute a contract with the Branson Regional Arts Council for temporary public assistance.

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 Branson Regional Arts Council pertaining to the provision of services to provide temporary public assistance in the amount of \$3,000.00 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:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CL #51831 11/19/20

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 **Branson Regional Arts Council** ("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 funding period will be from a date beginning on January 1, 2021 to a date ending December 31, 2021. If execution of the contract occurs after January 1, 2021, then the funding period will begin on the execution date 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 A**, 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 **Three Thousand Dollars (\$3,000.00)**, all of which is **dependent upon budget appropriations**.

8. **Termination of Contract.**

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

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

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

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

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

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

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

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum

liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

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

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

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By:  11-17-20
(Signature) Date

E. Edd Akers Date
Mayor

Name: Jim Barber
(Printed Name)

Title: Executive Director

ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: Branson Regional Arts Council

Address: P.O. Box 2004

Branson, MO 65615

Phone: 417-335-1503

APPROVED AS TO FORM:
 11/12/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: info@bransonarts.org

Tax ID: 43-1606888

Branson Regional Arts Council
PO Box 2004
Branson, MO 65615

Scope of Services

Branson Regional Arts Council will use the City grant funds to provide funding for youth scholarship opportunities for the underprivileged or gifted students in the visual arts and theater arts for Branson youth residents and funding for educational youth symphony experience in the amount not to exceed \$3,000.00. These dollars need to be used for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The City agrees to pay the Service Provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period according to the term of the contract.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF ELEVATE BRANSON PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ADMINISTRATION

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- See previous Staff Report for Branson Regional Arts Council.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 2.2: Community Fabric.

ATTACHED EXHIBITS:

BILL NO. 5930

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF ELEVATE BRANSON PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to play a limited role in aiding families and individuals with short term or temporary needs which may create a life threatening situation; and

WHEREAS, the Board of Aldermen desires to execute a contract with Elevate Branson for temporary public assistance.

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 Elevate Branson pertaining to the provision of services to provide temporary public assistance in the amount of \$7,000.00 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:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CLL #51831 11/19/20

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 **Elevate Branson** ("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 funding period will be from a date beginning on January 1, 2021 to a date ending December 31, 2021. If execution of the contract occurs after January 1, 2021, then the funding period will begin on the execution date 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 A**, 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 **Seven Thousand Dollars (\$7,000.00)**, all of which is dependent upon budget appropriations.

8. Termination of Contract.

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

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

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

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

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

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

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

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum

liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

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

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

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By:  11-17-20
(Signature) Date

E. Edd Akers Date
Mayor

Name: Bryan Stallings
(Printed Name)

Title: Executive Director

ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: Elevate Branson

Address: 310 Gretna Road
Branson, MO 65616

Phone: 417.294.1300

APPROVED AS TO FORM:
 11/17/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: bryan.stallings@elevatebranson.org

Tax ID: 26-472548

Elevate Branson
310 Gretna Rd.
Branson, MO 65616

Scope of Services

Elevate Branson will use the City grant funds to provide transportation for Branson residents to get to essential medical appointments and health and mental health services, and to obtain necessary documents to gain employment (i.e.; social security cards and birth certificates) in an amount not to exceed \$7,000.00. These dollars need to be used for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The City agrees to pay the Service Provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period according to the term of the contract.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF FAITH COMMUNITY HEALTH CENTER, INC. PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ADMINISTRATION

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- See previous Staff Report for Branson Regional Arts Council.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 2.2: Community Fabric.

SA

ATTACHED EXHIBITS:

BILL NO. 5931

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF FAITH COMMUNITY HEALTH CENTER, INC. PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to play a limited role in aiding families and individuals with short term or temporary needs which may create a life threatening situation; and

WHEREAS, the Board of Aldermen desires to execute a contract with the Faith Community Health Center, Inc. for temporary public assistance.

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 Faith Community Health Center, Inc. pertaining to the provision of services to provide temporary public assistance in the amount of \$12,000.00 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:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831 11/19/20

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 **Faith Community Health Center, 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 funding period will be from a date beginning on January 1, 2021 to a date ending December 31, 2021. If execution of the contract occurs after January 1, 2021, then the funding period will begin on the execution date 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

Faith Community Health Center, Inc.

Page 1 of 6

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 A**, 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 **Twelve Thousand Dollars (\$12,000.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

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

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

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

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

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

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

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum

liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

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

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

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

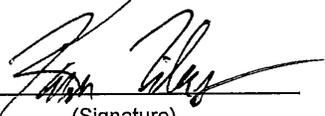
21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By:  11/18/20
(Signature) Date

E. Edd Akers Date
Mayor

Name: Kean Titus
(Printed Name)

ATTEST:

Lisa K Westfall Date
City Clerk

Title: Executive Director

Company Name: Faith Community Health

Address: 610 S. 6th St
Branson, MO 65616

Phone: 417-336-9355

APPROVED AS TO FORM:
 #51831 11/14/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: kean@faithcommunityhealth.org

Tax ID: 94-3467834

Faith Community Health
610 S. Sixth Street
Branson, MO 65616

Scope of Services

Faith Community Health will use the City grant funds to assist Branson residents when the patient is unable to obtain a prescribed medication for an urgent dental or medical need when the patient would otherwise go untreated in an amount not to exceed \$12,000.00. These dollars need to be used for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The City agrees to pay the Service Provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period according to the term of the contract.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF TANEYHILLS COMMUNITY LIBRARY PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ADMINISTRATION

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- See previous Staff Report for Branson Regional Arts Council.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 2.2: Community Fabric.

ATTACHED EXHIBITS:



BILL NO. 5932

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF TANEYHILLS COMMUNITY LIBRARY PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to provide the opportunity to experience the arts and cultural enrichment programs on a local basis at minimal cost, particularly activities made available to school age children to help round their cultural experiences; and

WHEREAS, the Board of Aldermen desires to execute a contract with the Taneyhills Community Library for temporary public assistance.

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 Taneyhills Community Library pertaining to the provision of services to provide temporary public assistance in the amount of \$5,000.00 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:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Cliff #51831 11/19/20

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 **Taneyhills Library** ("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 funding period will be from a date beginning on January 1, 2021 to a date ending December 31, 2021. If execution of the contract occurs after January 1, 2021, then the funding period will begin on the execution date 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 A**, 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 **Five Thousand Dollars (\$5,000.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

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

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

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

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

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

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

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum

liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

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

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

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By: M Schemper Carlock 11/16/2020
(Signature) Date

E. Edd Akers Date
Mayor

Name: Marcia Schemper Carlock
(Printed Name)

Title: Library Director

ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: Taneyhills Library

Address: 200 S. 4th Street
Branson, MO 65616

Phone: 417-334-1418

APPROVED AS TO FORM:
CLL #5181 11/16/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: tanlib100@gmail.com

Tax ID: 51-0161765

Taneyhills Library
200 S. Fourth St.
Branson, MO 65616

Scope of Services

Taneyhills Library will use the City grant funds to provide funding to purchase children's and young adult books in an amount not to exceed \$5,000.00. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The City agrees to pay the Service Provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period according to the term of the contract.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF WOMEN'S CRISIS CENTER OF TANEY COUNTY, INC. PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ADMINISTRATION

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- See previous Staff Report for Branson Regional Arts Council.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 2.2: Community Fabric.

ATTACHED EXHIBITS:

BILL NO. 5933

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF WOMEN’S CRISIS CENTER OF TANEY COUNTY, INC. PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to play a limited role in aiding families and individuals with short term or temporary needs which may create a life threatening situation; and

WHEREAS, the Board of Aldermen desires to execute a contract with Women’s Crisis Center of Taney County, Inc. for temporary public assistance.

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 Women’s Crisis Center of Taney County, Inc. pertaining to the provision of services to provide temporary public assistance in the amount of \$5,000.00 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:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831 11/19/20

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 **The Women's Crisis Center of Taney County, 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 funding period will be from a date beginning on January 1, 2021 to a date ending December 31, 2021. If execution of the contract occurs after January 1, 2021, then the funding period will begin on the execution date 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

The Women's Crisis Center of Taney County, Inc.

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 A**, 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 **Five Thousand Dollars (\$5,000.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

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

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

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

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

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

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

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum

liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

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

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

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

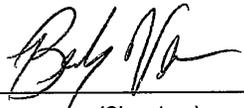
21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By:  11/17/20
(Signature) Date

E. Edd Akers Date
Mayor

Name: Becky Vermeire
(Printed Name)

Title: Executive Director

ATTEST:

Company Name: Women's Crisis Center

Lisa K Westfall Date
City Clerk

Address: P.O. Box 282
Branson Mo 65615

Phone: 417-581-9105

APPROVED AS TO FORM:

E-Mail: Becky.Vermeire@gmail.com

 11/24/20
Chris Lebeck #51831 Date
City Attorney

Tax ID: 43-1562094

The Crisis Center
PO Box 282
Branson, MO 65615

Scope of Services

The Crisis Center will use the City grant funds to assist with prescription assistance, food, personal hygiene supplies, clothing, diaper and basic necessities for women and their children staying in the women's shelter in an amount not to exceed \$5,000.00. These dollars need to be used for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The City agrees to pay the Service Provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period according to the term of the contract.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE CONTRACT WITH THE BRANSON/ LAKES AREA CHAMBER OF COMMERCE & CONVENTION AND VISITORS BUREAU PERTAINING TO TOURISM AND MARKETING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- In 2014, the City advertised proposals for tourism marketing. The contract was given to the Branson/Lakes Area Chamber of Commerce & Convention and Visitors Bureau (“CVB”) for a term of January 1, 2015 through December 31, 2019. Contracts were to be approved annually.
- As the current contract was set to expire the City put out an RFP for these services going forward and the CVB scored highest and was selected from the following bidders based off their qualifications as well as past compliance to the pricing structure:
 - Branson Lakes Area Chamber & CVB
 - Elasticity
 - ELMNTL
 - Hoffman York
 - Paradise Advertising
 - Zimmerman Agency
- The proposed contract from January 1, 2021 thru March 31, 2022 to align the contract and renewal periods with the Branson/Lakes Area Tourism Community Enhancement District (“TCED”). The proposed contract has the opportunity for two annual renewal periods.
- The proposed contract has a budgeted amount of \$1,500,000 with an opportunity to revisit that amount mid-year 2021 if City economic conditions improve.
- Staff Recommends Approval of the Contract.

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: Allocating marketing funds to attract the highest growth potential visitor segments.

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL APPROVING THE CONTRACT WITH THE BRANSON/ LAKES AREA CHAMBER OF COMMERCE & CONVENTION AND VISITORS BUREAU PERTAINING TO TOURISM AND MARKETING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

The proposed contract includes several substantive changes from previous contracts with the CVB including the following highlights:

- Expansion of the four marketing objectives in the scope of services to include live shows and entertainment since their success is critical to the success of the City.
- Requiring the use of the Marketing Oversight Committee to approve the annual marketing plan and marketing efforts.
- Defining a Contract Administrator for the City that has final approval rights related to the administration and implementation of the scope of services in the contract.
- Requiring the presentation of a draft marketing plan and final marketing plan to the MOC with final approval by the Board of Aldermen.
- Clarification that GAAP accounting methods be used and right to audit expanded.
- Clarification that the City is to be reimbursed with any monies reimbursed by subcontractors to the CVB after payment has been remitted by the City.
- Providing that the City has reproduction rights related to all media and marketing materials prepared.
- Providing that all marketing material must carry the City of Branson logo.
- Providing that the City can terminate contact within sole discretion in thirty (30) days with a thirty (30) day right to cure.

BILL NO. 5934

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CONTRACT WITH THE BRANSON/LAKES AREA CHAMBER OF COMMERCE & CONVENTION AND VISITORS BUREAU PERTAINING TO TOURISM AND MARKETING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson (“City”) currently contracts the Branson Lakes Area Chamber of Commerce/Convention & Visitors Bureau (“CVB”) for tourism and marketing services for the City of Branson; and

WHEREAS, the City put out an RFP for these services going forward as the current contract with the CVB expires on December 31, 2020; and

WHEREAS, the CVB was selected from the bidders based off their qualifications as well as past compliance to the pricing structure; and

WHEREAS, the Board of Aldermen desires to enter into a contract with the CVB for promotional and tourism marketing services on behalf of the City.

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 Branson Lakes Area Chamber of Commerce & Convention & Visitors Bureau for tourism and marketing services in the amount not to exceed \$1,500,000 for the period January 1, 2021 through March 31, 2022 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 11/19/20

Chris Lebeck #51831
City Attorney

CONTRACT FOR TOURISM AND MARKETING SERVICES

THIS CONTRACT, made and entered into this _____ day of _____ 20____ by and between the City of Branson, Missouri ("City") and the Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau, Inc. ("Contractor"), a Missouri Corporation.

WITNESSETH:

WHEREAS, the City is required by Sec. 94.800, et. seq., RSMo, 1994 as amended (the "Act") to use twenty-five percent (25%) of the collections of City's Tourism Tax (the "Tourism Tax") by the City for tourism marketing and promotional purposes; and

WHEREAS, the Contractor represents that it has specialized experience in marketing and promotion of tourism for the area and seeks to promote tourism in the City; and

WHEREAS, the City, having considered proposals received desires to retain the services of the Contractor to market and promote tourism in accordance with the Act for the City to conduct and administer City tourism and marketing functions such as advertising, public relations, internet advertising and web promotion, group meetings, reunions, travel and trade sales, direct marketing and fulfillment, tourism development that drives both incremental and reoccurring visits, corporate partnerships/sponsorships and promotions, and research on behalf of the City to enhance tourism to the City; and

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

1. **TERM.** The initial term of this contract shall be from January 1, 2021 to March 31, 2022 with the option to renew the contract for up to two (2) additional successive one-year terms subject to annual budgetary appropriation and any changes to which both the Board of Aldermen and the Contractor consent to in writing. The contract shall not bind, nor purport to bind, the City for any contract term beyond the initial term.
2. **TOTAL COMPENSATION.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of \$1,500,000 all of which is dependent upon budget appropriation by the City. However, the contract will be revisited mid-year and adjusted up accordingly upon budget appropriation by the City if numbers, projections, and rollover amount support.
3. **DISTRIBUTION.** The following is the process for the distribution of the tourism tax to the Contractor per this contract.

City Tourism Tax Collections:

100%	City' s Tourism Tax collections
<u>-2%</u>	City administrative fees deducted
98%	

Of this 98%, 75% is deposited in a City infrastructure account and 25% is deposited in a Tourism Promotion Account.

Tourism Promotion Account Distribution:

City Marketing Fund shall be an amount not more than \$500,000 from the Tourism Promotion Account. The exact amount the City will have in this fund is subject to appropriation by the City and will be established through the City's annual budget process and the Contractor will be informed of the amount being withheld for the City Marketing Fund each year.

Revenue Shortfall Reserve shall be an amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Per the City's Reserve Policy: "The City will also maintain a \$125,000.00 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 are insufficient to cover these expenditures during times of revenue shortfalls." The Revenue Shortfall Reserve has to be fully funded by the end of the City's fiscal year. Upon approval of the Finance Director, the funds can be used to assist in the Contractor's cash flow prior to the Tourism Tax revenues becoming available.

The Tourism Promotion Account shall have the City Marketing Fund and the Revenue Shortfall Reserve deducted from it annually. The remainder shall be considered the Tourism Marketing Fund and shall be available for the Contractor's use in accordance with this contract. The final availability of any excess funds will be made after the City's annual audit is completed. The City will notify the Contractor of this amount at that time. The City is required to maintain the Revenue Shortfall Reserve and this shall not be considered excess funds.

4. SCOPE OF SERVICES. The City engages the services of the Contractor to direct and carry out a destination marketing program for the City. The Contractor will manage and direct the expenditure of a part of the tax revenue generated through the City's Tourism Tax. All Tourism Marketing Funds shall be used for marketing outside a radius of 30 miles from Branson City limits. Additionally, the Contractor agrees to support the Historic Downtown, Veteran's programs, live shows and live entertainment as included in Contractor's annual budget in a manner designed to ensure their increased success. The objectives of monies channeled through the Tourism Promotion Account are fourfold: attract overnight visitors to Branson; increase tourism and City tax revenue; increase demand in Branson for hotel/motel, resort and campground inventory for the purpose of increasing occupancy; and to increase the demand for all other local attractions including live shows and entertainment located in Branson by visitors of all ages. Throughout the term of this contract, the Contractor shall:
 - 4.1 Develop and execute an integrated destination marketing plan using various media that promotes Branson locally, regionally and nationally;
 - 4.2 Document and demonstrate a broad understanding of and significant experience in the tourism industry, including strategies and tactics that reach all target market segments necessary to attract visitors to Branson including leisure and business travelers, travel agents, convention delegates, and motor coach operators and travelers;

- 4.3 Address all destination marketing disciplines including advertising, public relations, group/travel trade sales, corporate partnerships and promotions, direct marketing and fulfillment, and tourism development;
- 4.4 Utilize the Marketing Oversight Committee (hereinafter "MOC") in the planning and decision-making process throughout the term of this contract and shall obtain prior MOC and City approval before implementing each annual marketing plan, creative and budget. The Contractor shall perform all of its services under this contract through staff under the direction of its designated representative, as provided in the Section titled "CONTRACT ADMINISTRATION" below, who shall be responsible for the management, scheduling, planning and coordination of services, and for communications between the Contractor and the City, to complete the overall fulfillment of all obligations of the Contractor under this contract.
- 4.5 Include both strategies and tactics and must demonstrate the following criteria:
 - 4.5.1 Both qualitative and quantitative research to support strategies and tactics of proposed plans and document successful marketing.
 - 4.5.2 A list of measurement criteria to judge the success of the campaign.
 - 4.5.3 Address strategies and tactics to develop and promote new programs, new marketing segments, and the extension and expansion of the tourist season.
 - 4.5.4 Documentation of all data and information derived from studies, research, investigation, surveys, test marketing, analysis, experiences, and observation.
- 4.6 Address a destination marketing program, including fulfillment of visitor inquiries, considering this constraint;
- 4.7 Present a marketing plan that will assure the maximization of the City's investment of Tourism Tax dollars. Marketing efforts shall be aimed at community-wide exposure;
- 4.8 Meet all requirements set forth by the City and shall demonstrate the ability to prepay expenses in anticipation of repayment from Tourism Tax revenues and to provide complete support documentation for all expenditures. Payment of funds is conditioned on sufficient monies being collected through the City's Tourism Tax and separately, payment is subject to annual appropriation by the Board of Aldermen.

5. MARKETING PLAN.

- 5.1 The Contractor shall deliver to the MOC at the August board meeting of each year, a Draft Marketing Plan. Receipt and approval of the Final Marketing Plan at the November MOC board meeting by MOC recommendation shall be a condition precedent to the City's obligation to fund any payments required under this contract. The Contractor shall then submit to the City a document outlining the Contractor's proposed marketing, advertising, promotion and fulfillment plan for the ensuing year, which demonstrates to the satisfaction of the City that substantially all of the Tourism Promotion Account

dollars will be productively used to market, advertise and promote the City and the four objectives outlined in the Section titled "SCOPE OF SERVICES."

- 5.2 After the delivery of this contract, the Marketing Plan shall then be finalized, within Ninety (90) days of said contract delivery, including the budgetary data, and shall have input from the City and MOC. The Contractor shall agree and understand that the City and/or MOC shall have the right to require changes, additions or additional elaboration to the written plan in order to ensure the objectives laid out in Section titled "SCOPE OF SERVICES" are met. The Contractor shall not proceed until approval by the Board of Alderman of the plan, including all projects or activities, is obtained. The City approved marketing plan shall then be executed by the Contractor for the ensuing year. In addition, the marketing plan, with a prior positive MOC recommendation and Board of Alderman approval, can be amended from time to time to accommodate changing conditions and/or necessary modifications.
6. **MARKETING RESPONSIBILITIES.** The Contractor agrees to commence destination marketing and promotion activity for the purpose of developing and promoting the City as a tourism destination upon execution hereof. Throughout the term of this contract, that Contractor shall:
- 6.1 Market the City in accordance with the Contractor's marketing plan, as approved by the City, on terms which provide, overall, the most favorable combination of terms and the most economical price for the City;
 - 6.2 Target visitors to the City and shall include, but not be limited to:
 - 6.2.1 Advertising (broadcast, print and digital);
 - 6.2.2 Public relations;
 - 6.2.3 Direct marketing and fulfillment publications;
 - 6.2.4 Groups, conventions, meetings, reunions; and
 - 6.2.5 Groups, conventions, meetings, reunions, tour and travel sales.
 - 6.3 In the scope of the marketing and promotion arrangements, not market or promote the City as a tourism destination in any manner which is intended or likely to produce a direct benefit to the Contractor or any affiliate, subcontractor or private person or business over and above that gained by the City as a whole;
 - 6.4 Properly and timely submit to the City all marketing and other reports required under this contract, describing activities it has performed and the data it has collected in fulfillment of its obligations under this contract;
 - 6.5 Keep all records pertaining to this contract, provide all information and complete all information forms requested by the City;
 - 6.6 Provide to any business in the City which collects and remits the City of Branson Tourism Tax the collaborative opportunity to participate in any marketing communications effort which is fully or partially funded by the City, unless such participation is for illegal or immoral purposes. These opportunities include, but are not limited to, all publications,

website and web promotions, direct mail and print advertising, newsletters or other communications; and

- 6.7 Any print advertising and promotion materials paid for using Tourism Promotion Account funds shall include the logo of the City of Branson.
- 6.8 Work in collaboration with subcommittees established by the MOC to provide direction, input and oversight for key marketing initiatives which may include, but not be limited to, publicity, creative content, group sales, publications, digital marketing, research and stakeholder communication efforts.

7. REPORTS

- 7.1 QUARTERLY MARKETING REPORTS. The Contractor shall submit to the City a quarterly marketing report using a standardized format and components developed in collaboration with the MOC and approved by the City. Said marketing report shall describe significant marketing activities undertaken during the previous quarter, including research, media placement, creative development and on-line activity on behalf of the City. Measurable results for activity during the reporting period will also be presented to the City for review including room demand, convention and conference economic impact (change), tax revenues, inquiry from advertising, intercept study research, visitation from markets advertised in, and visitor demographics. This quarterly report shall also include significant upcoming marketing efforts and any adjustments to those for the remainder of the year on behalf of the City and a comparison to the other areas of the Branson/Lakes Area Tourism Community Enhancement District of the measurable results outlined above.
- 7.2 OTHER REPORTS. The Contractor shall submit to the City such other reports in such formats as may be requested or which the City deems necessary to information the City of issues which may require City action.

8. BUDGET

- 8.1 The Contractor shall, prior to any requests for disbursement of any funds, prepare a budget for tourism development and promotion for the ensuing fiscal year. The budget shall detail how funds expended will meet the needs of each of the four objectives laid out in the Section titled "SCOPE OF SERVICES" above. The budget shall show the anticipated revenue to be received from the Tourism Tax for deposit into the Tourism Marketing Fund of the City and shall show estimated expenditures to be paid from the Tourism Marketing Fund for marketing and promoting the City.
- 8.2 The Contractor shall submit a proposed budget to the City Administrator. The City Administrator will review, and if necessary, revise the proposed budget to meet the objectives of the City and to ensure that expenditure requests conform to the availability of anticipated revenues. The City Administrator will submit the proposed budget to the Board of Aldermen for their consideration and approval. Upon approval by the Board of Aldermen, the budget will establish expenditure authority for Tourism Tax dollars for the term of the contract. Anticipated Tourism Tax revenues, identified as the revenue source for authorized expenditures, will be determined by the City Administrator and provided

to the Contractor. Amendments to the budget that do not change the total expenditure authority as approved by the Board of Aldermen may be made and approved by the City Administrator. Any budget adjustments requiring an increase in expenditures beyond the Board approved budget will require Board of Aldermen approval.

It is expressly understood that in no event shall the total reimbursement under the terms of this contract exceed the amount in the Tourism Marketing Fund.

It is understood and agreed by all parties that the City shall in no event incur indebtedness or act as a guarantor or endorser of the credit of the Contractor, nor shall any City revenue be pledged or encumbered for the benefit of the Contractor except as consideration for services rendered under this contract.

The City also recognizes that the Budget will change from time to time by necessity. Changes within categories do not need approval by the City, only notification.

9. PAYMENT AND REIMBURSEMENT REQUIREMENTS. Tourism Taxes collected prior to the effective date of this contract are available for appropriation under the terms of this contract. However, any payment by the City is contingent upon approval of a budget submitted by the Contractor annually based on the City's fiscal year, receipt of proper requisitions under that budget and the provision of other documentation required by this contract. At the date the budget is approved, and on a monthly basis thereafter, the Contractor may obtain from the City the current amount available for requisition. Payments from the City to the Contractor for services under this contract will be made as follows:
- a. Requisitions for reimbursement of expenditures included in the City's annual budget will be paid through the City's accounts payable system. Requisition forms received per the City's processing schedule will be processed, and checks will be written and mailed to the Contractor to reimburse it for such expenditures.
 - b. Each requisition must be signed by the Contractor's designated representative verifying the services covered are for work actually performed, items purchased or services rendered by third parties to the Contractor for matters covered under this contract. Requisitions must not have been or will not be submitted for reimbursement to/by another entity or source and will be accompanied by paid invoice(s) for such work, items or services, as well as copies of checks, and either a copy of the advertising material purchased, or a concise summary description of sufficient particularity to identify the purchase as an out of market marketing or promotional service. If a requisition is made without including the invoice, the Contractor shall attach to the requisition a statement setting forth the reason an invoice is not included, and the City will then determine if payment can be made. The City will reimburse the Contractor for actual costs incurred in the performance of this contract as stipulated in the City's approved budget.
 - c. Notwithstanding any other provision of this contract, in no event shall the City

make payments in excess of the Tourism Marketing Fund. Nor shall the City make any payment unless there are enough collected unencumbered funds, not otherwise appropriated, on deposit in the Tourism Marketing Fund.

- d. Invoices for reimbursement may be submitted as often as desired, however all invoices for reimbursement must be submitted no later than sixty (60) days from the date from which the cost of goods or services were expensed.
 - e. Invoices submitted by the Contractor for payment shall include a copy of the check indicating that payment has been made to the subcontractor/vendor and a copy of the invoice showing the actual net cost from the subcontractor/vendor. These documents shall be attached to the invoice from the Contractor summarizing subcontractors/vendors by date, name, amount requested and check number.
 - f. Any refunds to the Contractor from any subcontractor/vendor under any requisition for reimbursement submitted to the City shall be returned to the City.
10. SPECIAL CONDITIONS IN HANDLING OF FUNDS. Neither the person(s) or legal entity(its) that receive, funds, nor any of their subsidiaries, owners or related parties, may use the funds to pay administrative or overhead expenses, including without limitation, rent, the cost to acquire real estate, salaries, payroll taxes, employee benefits, or the costs of furniture or office equipment.

Neither the person(s) or legal entity(its) that receive funds, nor any of their subsidiaries, subcontractors, owners or related parties, may profit from receipt or expenditure of the funds, nor are kickbacks from any downstream vendor permitted.

11. RECORDS AND AUDIT.

11.1 CONTRACTOR'S BOOKS AND RECORDS. The Contractor will keep a full and separate accounting of all expenditures of Tourism Marketing Fund dollars and will keep accurate reports detailing all expenditures and claims submitted by the Contractor for reimbursement from the Tourism Marketing Fund. All books, records and supporting documentation pertaining to this contract shall be maintained and retained in accordance with generally accepted accounting principles and standards, as well as any other requirements specified in this contract. The Contractor shall keep accurate reports and other records showing in full detail the expenditures for which the Contractor claims reimbursement from the Tourism Marketing Fund. The City and/or a designee of the City may examine, at any time during regular business hours, such reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever required by the City.

11.2 RIGHT TO AUDIT. In addition to any other audits the City deems appropriate, the City shall have the right to conduct an annual audit of the Contractor's books and records or to review the results of any audits that have been performed on the Contractor's books and records to determine if the expenditures of the Contract were made in accordance

with the budget approved by the Board of Aldermen. Any expense incurred by the Contractor to prepare the records for the audit will be at the expense of the Contractor.

11.3 SUBCONTRACTOR'S BOOK AND RECORDS. The Contractor agrees to include the substance of this Section in all subcontracts to be performed, giving the City the right to audit the books and records pertaining to any such subcontract.

12. FURNISHING INFORMATION. All information, data, and reports such as City maps, reports or total sales tax collections and census demographics as are existing, available, allowed by law, and necessary for the carrying out of the work shall be furnished to the Contractor by the City, and the City shall cooperate with the Contractor in carrying out the services.
13. APPROVAL RIGHTS. The parties agree that the City through the Contract Administrator, in its sole discretion, shall review and have final approval of all marketing budgets, creative and media plans, promotion, public relations, publicity, and marketing presentations and research as required by this contract. The MOC will serve as the review committee for marketing, creative agencies, public relations firms, digital agencies and media buyers. Contractor shall participate in regular MOC meetings to discuss and develop marketing strategy, implementation plans, resource allocation, budgets and creative efforts.
14. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City. The Contractor and its agents, employees, and subcontractors 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 for the City.
15. CONFLICT OF INTEREST. All provisions of Sec. 105.450, RSMo et. seq, shall be complied with by Contractor. The Contractor agrees to incorporate this Section in all subcontracts to be performed for the Contractor on behalf of the City.
16. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, section or stipulations of this contract, the City shall have the right to terminate this contract by giving written notice to the Contractor of such termination within thirty (30) days of the City's discovery of said failure or violation unless the failure or violation is corrected within said thirty (30) day period.
17. DISCRIMINATION. The Contractor agrees, in the performance of this contract, not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, age, handicap, or political opinion or affiliation, against any employee of the Contractor or application for employee not of the Contractor, and shall include a similar provision in all subcontracts to be performed for the Contractor on behalf of the City.
18. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from the City's negligence, arising out of or in any way connected with a breach of this contract.
 - b. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with the services performed by the Contractor pursuant to this contract.
 - c. The Contractor assumes full responsibility for relationships with subcontractors, and shall defend, indemnify and hold harmless the City from and against any and all liability, suits, claims, damages, costs (including attorney' s fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence whether sole, concurrent or otherwise) on the part of the City, its agents, or employees.
 - d. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including attorney' s fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor' s performance of work hereunder.
19. INSURANCE. The Contractor must have and maintain, at the Contractors expense, adequate liability insurance to satisfy statutory 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 Contractor'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.
- 19.1 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.
 - 19.2 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.
 - 19.3 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 Contractor and Subcontractor.
 - 19.4 The Contractor will require all Subcontractors to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the Subcontractors.

- 19.5 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.
- 19.6 Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Contractor's business or for the benefit of the Contractor's employees.
- 19.7 Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in Sec. 537.600 through 537.650, RSMo, 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.
- 19.8 Insurance Certificates. It is the sole responsibility of the Contractor 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.
20. COMPLIANCE. The Contractor agrees to comply with all laws, regulations and ordinances of the United States of America, the State of Missouri and the City which are applicable to work being performed by the Contractor under this contract.

21. NOTICES.

- 21.1 For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by first class mail with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid.
- 21.2 A valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received if it is delivered by hand, first class mail, or registered or certified mail:

to the City: City of Branson, Missouri
Contract Management
110 West Maddux, Suite 205
Branson, MO 65616

to the Contractor: Branson Lakes Area Chamber & CVB
4100 N. Gretna Road
Branson, MO 65616

The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

22. CONTRACT ADMINISTRATION.

22.1 The City designates its City Administrator (or designated alternative(s)) as its representative(s) to whom all communications, notices contracts and administration of the work to be performed under this contract shall be directed by the Contractor.

22.2 The Contractor designates its President (or designated alternative) as its representative to whom all communications, notices, contracts and administration of the work to be performed under this contract shall be directed by the City.

22.3 The representative of the City, with Board of Aldermen approval, and the representative of the Contractor shall have primary responsibility and authority on behalf of their respective parties to administer the contract and to agree upon procedures for coordinating the efforts of both parties under this contract.

23. REFUNDS. At the termination of this contract, the Contractor shall pay to the City any refunds received by the Contractor from vendors or subcontractors for services performed or purchases made under the contract and for which the Contractor has been reimbursed hereunder.

24. PROPERTY.

24.1 Throughout the duration of this contract, any and all non-expendable equipment, supplies or other items purchased by the Contractor for which the Contractor is reimbursed by the City under the terms hereof shall be the property of the City and it is expressly understood that Contractor is using said property only under and in performance of this contract. Upon termination of this contract said property shall be tendered to the City.

24.2 All reports, documentation, and material developed or acquired by the Contractor for which the Contractor is reimbursed by the City under the terms hereof shall be the property of the City. The Contractor shall agree and understand that all discussions with the Contractor and all information, material, and reports prepared and obtained by the Contractor as a result of the Contractor's performance under this contract shall be confidential and not released to the public without the prior consent of the City. Any request for materials or information that may be subject to public access under Sec 610.010, RSMo. et. seq or similar laws shall be immediately forwarded to the City.

25. REPRODUCTION. The City shall have the right to reproduce and/or use any products derived from the Contractor's work under this contract only in the original form without any payment for royalties, fees or other compensation except for those fees, royalties or other compensation charged by a subcontractor provided that: (a) the relevant subcontract requires the payment of such royalties, fees or other compensation; and (b) the City agrees to pay those royalties, fees or other compensation for continuous use of the product prior to performance by the subcontractor or use of the subcontractor's property.

26. MISSOURI IMMIGRATION LAW AFFIDAVIT. The Contractor understands that Sec. 285.530.2, RSMo 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 Contractor will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract nor will employ unauthorized aliens in connection with work performed under this Contract.

27. ANTI-DISCRIMINATION AGAINST ISRAEL. The Contractor shall provide a certification if requested by the City of Branson in accordance with Sec. 34.600, RSMo. that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.
28. MODIFICATION. Any modification to this contract must be in writing and signed by both parties hereto.
29. ASSIGNMENT. The Contractor shall not transfer any interest in this contract, whether by assignment or otherwise, without the prior written consent of the City.
30. SEVERABILITY. The parties acknowledge that if a dispute between the parties arises out of this contract, they want the court to interpret this agreement as follows:
 - 30.1 with respect to any provision that it holds as unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
 - 30.2 if an unenforceable provision is modified or disregarded in accordance with this section, the rest of the contract will remain in effect as written;
 - 30.3 by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
 - 30.4 if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this contract, by holding the entire contract unenforceable.
31. JURISDICTION. The parties mutually agree that jurisdictions and venue for the purposes of any action arising from this contract from this contract by the parties shall be in Taney County, Missouri.
32. GOVERNING LAW. Missouri law governs all adversarial proceedings brought by one party against the other party arising out of this contract.
33. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City which are applicable to work being performed by the Contractor under this contract.
34. ENTIRE AGREEMENT. This contract constitutes the entire understanding between the parties with respect to the subject matter of this contract and supersedes all other contracts, whether written or oral, between the parties.

APPROVED BY THE CITY OF BRANSON, MISSOURI ON THE _____ DAY OF _____, 20_____.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF SUDDENLINK PERTAINING TO DATA COMMUNICATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: IT DEPARTMENT

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- The City utilizes a combination of metro ethernet, dedicated internet, and cable internet via VPN data connectivity to transport network communications between various locations throughout the city.
- Metro ethernet and dedicated internet service is commercial grade via fiber optics for increased speed, stability, and performance.
- The City’s existing 3-year agreement with Suddenlink to provide these services is due to expire. Proposals to provide Metro Ethernet (2575-25) and Dedicated Internet (2576-25) were accepted to continue providing these necessary data connectivity services. The proposal specifications requested pricing for multiple speed options to establish the best value for the City
- After reviewing all proposals and service offerings, staff negotiated site, speed, and connectivity type details and requested a best and final offer from Suddenlink.
- Staff was able to negotiate with Suddenlink to bundle the various services for all sites into a single agreement. The total monthly cost for services will be \$9,376.56 with no installation fees.
- The contract is for a three-year term and includes two optional one-year renewals. The annual not-to-exceed amount is \$112,518.72. Funds for this contract are included in the 2021 budget appropriations.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: W3.1

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF SUDDENLINK PERTAINING TO DATA COMMUNICATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

The following is a summary of the Dedicated Internet monthly pricing for 1Gbps service with the City Hall only option selected:

Item	Arcadia IT Partners	Granite	Suddenlink
1 Gbps DIA (Monthly)	\$1,779.75	\$1,205.00	\$1,850
One Non-Recurring Charges	\$14,545	N/A	N/A

The following is a summary of the Metro Ethernet monthly pricing for 1Gbps service:

Item	Arcadia IT Partners	Suddenlink
1 Gbps Metro Ethernet (Per Site Monthly)	\$2,195.00	\$550.00
Non-Recurring Charges	TBD	N/A

*Pricing is monthly prior to best and final

After reviewing the many options included in all proposals, staff was able to bundle various coax, Internet, and Metro Ethernet services with Suddenlink. The Internet and Metro Ethernet services will be delivered to the City via a fiber optic cabling infrastructure. Staff has evaluated the network infrastructure to determine the type of network connectivity necessary on a site by site basis to reduce cost. The City’s Internet circuit will be 1Gbps fiber service. The speed and method of delivery for Metro Ethernet service to each site will vary depending on the network bandwidth needs and service delivery cost.

Based on the methodology described above, staff was able to negotiate with Suddenlink to bundle the various services for all sites into a single agreement. The total monthly cost for services will be \$9,376.56 with no installation fees.

BILL NO. 5935

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF SUDDENLINK PERTAINING TO DATA COMMUNICATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson is approving a contract with Suddenlink pertaining to Data Communications for the City; and

WHEREAS, entering into a three year contract with Suddenlink allows the City to receive a lower rate and locks the price for all three years; and

WHEREAS, of the proposals received, Suddenlink has been recommended for approval by staff.

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 Suddenlink pertaining to data communications for an annual amount not to exceed \$112,518.72 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CLM #51831 11/19/20

Chris Lebeck #51831
City Attorney

		Recurring Charge	Quantity	Recurring Charge	
9	Optical Ethernet 1G Intra 1Gb	\$550.00	1	\$550.00	\$0.00

Order Type: Renewal Service Location Type: LIT 'A' Location: 616 W W PACIFIC ST, BRANSON, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: LIT 'Z' Location: 110 W Maddux St, Branson, MO 65616 Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
10	Optical Ethernet 1G Intra 1Gb	\$550.00	1	\$550.00	\$0.00

Order Type: Renewal Service Location Type: LIT 'A' Location: 1500 BRANSON HILLS PKWY, BRANSON, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: LIT 'Z' Location: 110 W Maddux St, Branson, MO 65616 Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
11	Optical Ethernet 1G Intra 1Gb	\$550.00	1	\$550.00	\$0.00

Order Type: Renewal Service Location Type: LIT 'A' Location: 2855 FALL CREEK RD, BRANSON, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: LIT 'Z' Location: 110 W Maddux St, Branson, MO 65616 Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
12	Optical Ethernet 1G Intra 1Gb	\$550.00	1	\$550.00	\$0.00

Order Type: Renewal Service Location Type: LIT 'A' Location: 3718 FALL CRBEK RD, BRANSON, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: LIT 'Z' Location: 110 W Maddux St, Branson, MO 65616 Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
13	Optical Ethernet 1G Intra 1Gb	\$550.00	1	\$550.00	\$0.00

Order Type: Renewal Service Location Type: LIT 'A' Location: 521 CLIFF DR, BRANSON, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: LIT 'Z' Location: 110 W Maddux St, Branson, MO 65616 Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
14	Optical Ethernet 1G Intra 1Gb	\$550.00	1	\$550.00	\$0.00

Order Type: Renewal Service Location Type: LIT 'A' Location: 601 COMPTON DR, BRANSON, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: LIT 'Z' Location: 110 W Maddux St, Branson, MO 65616 Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
15	Optical Ethernet 1G Intra 1Gb	\$550.00	1	\$550.00	\$0.00

Order Type: Renewal Service Location Type: LIT 'A' Location: 296 Buena Vista Rd, Branson, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: LIT 'Z' Location: 110 W Maddux St, Branson, MO 65616 Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge

16	Optical Ethernet 1G Intra 1Gb	\$550.00	1	\$550.00	\$0.00
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Order Type: Renewal Service Location Type: LIT 'A' Location: 300 S Boxcar Willie Dr, Branson, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: 'Z' Location: Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
17	Optical Internet Access 100M 100Mb	\$550.00	1	\$550.00	\$0.00

Order Type: Renewal Service Location Type: 'A' Location: 1198 CANAL ST, BRANSON, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: 'Z' Location: Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
18	Business Internet 300/30 300Mb	\$139.95	1	\$139.95	\$0.00
19	Suddenlink Business Secure Internet	\$9.95	1	\$9.95	\$0.00
20	Wired Modem Rental	\$11.99	1	\$11.99	\$0.00
21	Network Access Fee Surcharge	\$3.50	1	\$3.50	\$0.00

Order Type: Renewal Service Location Type: LIT 'A' Location: 300 S Boxcar Willie Dr, Branson, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: 'Z' Location: Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
22	Business Internet 1Gb/50 1Gb	\$404.95	1	\$404.95	\$0.00
23	Wired Modem Rental	\$11.99	1	\$11.99	\$0.00
24	Network Access Fee Surcharge	\$3.50	1	\$3.50	\$0.00
25	Suddenlink Business Secure Internet	\$9.95	1	\$9.95	\$0.00

Order Type: Renewal Service Location Type: 'A' Location: 468 RIVER LN, BRANSON, MO 65616 Demarc:	Account #: 7308373011 Service Location Type: 'Z' Location: Demarc: Type II: <input type="checkbox"/>
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		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
26	Business Internet 300/30 300Mb	\$139.95	1	\$139.95	\$0.00
27	Wired Modem Rental	\$11.99	1	\$11.99	\$0.00
28	Network Access Fee Surcharge	\$3.50	1	\$3.50	\$0.00
29	Suddenlink Business Secure Internet	\$9.95	1	\$9.95	\$0.00

Service Term:	3 years	<i>For Internal Use Only</i>
Total Monthly Recurring Charge:	\$9,376.56	
Total Installation Charge:	\$0.00	

Remarks

City will be dropping Lakeside RV Park Optical Internet after network reconfiguration in early 2021

This agreement is for 3 years with two 1 year options for renewal

Terms and Conditions

Cequel Communications, LLC dba Suddenlink Communications ("Suddenlink" or "Altice Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Suddenlink Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber <https://www.suddenlink.com/terms-and-policies> and Exhibits attached hereto and made part of this Agreement

Notice Regarding 911 Services. While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Cequel Communications, LLC dba Suddenlink Communications

Authorized Signature: Michael Shaffer

Print Name: Michael Shaffer

Title: Director of Sales

Date: 11/10/2020

APPROVED AS TO FORM:

CLC #5171 11/4/20

City Attorney

Commercial Service Agreement

Customer ("You" or "Customer") agrees to be bound by this Commercial Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by Suddenlink Communications and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink"). The Agreement includes the general terms of service set forth below, as well as the additional commercial terms of service and terms of service applicable to the specific Services and features to which you subscribe or have access, including cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service" or "Business Hosted Voice Service on FIBER"), support services and mobile apps, as are set forth below or at <https://www.suddenlink.com/terms-and-policies> and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the Suddenlink Communications Privacy Policy ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS CUSTOMER'S RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

- 1. Services.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Suddenlink shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer at time of installation ("Service Order"); provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.
- 2. Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Suddenlink to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Suddenlink either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee Imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Suddenlink, all Suddenlink-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
- 3. Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees ("Schedule of Fees") is available at www.suddenlink.com/pricing-packages. Suddenlink reserves the right to amend or change the Schedule of Fees from time to time.
- 4. Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Suddenlink. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
- 5. Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
- 6. Term: Early Termination.** Your Service Term subscription begins either on the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term subscription ("Monthly Subscription").
 - a. Monthly Term.** If you have a Monthly Subscription, your subscription begins either on the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).
 - b. Initial Term Subscription.** If you have an Initial Term, your subscription begins either on the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Your subscription automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You agree to pay Suddenlink early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Suddenlink and you agree to pay such fees.
- 7. Right to Make Credit Inquiries.** Customer acknowledges and agrees that Suddenlink may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.
- 8. Security Deposit.** Suddenlink may require a deposit or activation fee based on Customer's credit standing or past payment history with Suddenlink. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Suddenlink's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Suddenlink's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Suddenlink Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.
- 9. Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Suddenlink monthly bill and notify Suddenlink in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.
- 10. Adjustments or Refunds.** Any adjustment or refund, given in each case in Suddenlink's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Suddenlink including, but not limited to, the other common carriers connected to the Suddenlink's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Suddenlink is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Suddenlink. Unless otherwise provided by applicable law, in the event any amounts owed by Suddenlink to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Suddenlink.
- 11. Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Suddenlink at the premises. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by and in connection with Suddenlink operations. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Alice One and Alice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Suddenlink or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Suddenlink Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Suddenlink. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.
 - a. Misuse of Equipment.** Suddenlink Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Suddenlink authorization. Customer agrees that neither Customer nor any other person (except Suddenlink's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Suddenlink) will not permit

anyone other than a Suddenlink authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

- b. **Return of Equipment.** If Customer's Service is terminated or cancelled (for whatever reason), unless Suddenlink expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Suddenlink in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Suddenlink incurs in retrieving the Equipment. Failure of Suddenlink to remove the Equipment does not mean that Suddenlink has abandoned the Equipment. Suddenlink may impose a charge for unreturned Equipment to be determined in accordance with Suddenlink's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Suddenlink or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Suddenlink retains ownership of all Equipment.
- c. **Damaged or Lost Equipment.** If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.
- d. **Operation of Equipment.** Customer agrees to operate any Equipment in accordance with instructions of Suddenlink or Suddenlink's agent. Failure to do so will relieve the Suddenlink Parties of liability for Interruption of Service and may make the Customer responsible for damage to Equipment.
- e. **Tests and Inspections.** Upon reasonable notification to the Customer, and at a reasonable time, Suddenlink may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.
- f. **Software.** Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Suddenlink ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Suddenlink and Suddenlink's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Suddenlink and any related written materials. Suddenlink will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.
- g. **Repair.** Suddenlink will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Suddenlink assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Suddenlink may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Suddenlink Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Suddenlink is not responsible or liable for any loss or impairment of Suddenlink's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Suddenlink makes no warranties, with respect to Equipment or Service provided by Suddenlink or with respect to the Equipment's compatibility with any Customer Equipment.

12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resale, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.suddenlink.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY:** Suddenlink allows the ability to access the hosted voice service through softphones, off-site phones and wifi connectivity. In no event shall Suddenlink be responsible for, nor does it warrant the performance or interoperability of the service in connection with any softphones, off-site phones or wireless connectivity. It is customer's sole responsibility to support and troubleshoot any related connectivity issues under this section. Customer acknowledges and understands the hosted voice product characteristics as set forth in the off-site remote phone and softphone acknowledgement attached hereto as Exhibit A2. Phones not provided by Suddenlink under this agreement are not permitted nor supported and use of such phones will result in termination of this agreement.

b. **Emergency Calling Services (E911 for Hosted Voice Service):** Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

15. **SecureNet and SecureNet Services: Alice Business SecureNet Service / Alice Business SecureNet Plus Service:** Alice Business SecureNet Service/Alice Business SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed service solution that bundles Alice Business Internet Service (over fiber), Managed DDoS Protection Service, Managed Security Gateway Service, and for Alice Business SecureNet Plus Service, also includes Managed Security Gateway Service with Unified Thread Management, and is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and Managed Security Gateway Service as set forth below.

16. **Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Alice Business Internet Service (over fiber) only, will monitor, detect and mitigate Alice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Alice Business Internet Service/traffic only.

17. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

18. **Access to Customer Premises:** Customer grants Suddenlink and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Suddenlink. Customer shall cooperate in providing such access upon request of Suddenlink. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Suddenlink personnel and/or its agents to enter the premises for the purposes described herein. Suddenlink's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Suddenlink's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Suddenlink network.

19. **Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Suddenlink's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Suddenlink's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Suddenlink employee or agent; (e) Customer or any User refuses to provide Suddenlink with reasonable access to the service location or refuses to allow Suddenlink to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Suddenlink.

20. **Termination.** Suddenlink may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Suddenlink or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Suddenlink terminates Service due to a violation of this Agreement or Suddenlink's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Suddenlink may also exercise other rights and remedies available under law or in equity.

21. **Effect of Termination by Suddenlink.** Customer agrees that in the event of termination by Suddenlink: (i) Suddenlink and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Suddenlink, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Suddenlink. Failure of Suddenlink to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Suddenlink in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

22. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

23. **Disclaimer.** Suddenlink assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Suddenlink, and Suddenlink expressly disclaims any responsibility or liability for your use thereof. Further, Suddenlink shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

24. **Telephone Communications With You Regarding Your Account or Service.** You agree that Suddenlink and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) if no longer active; or (3) if ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at <http://www.suddenlink.com>.

25. **No Waiver.** The failure of Suddenlink to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future.

26. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Suddenlink are not assignable or otherwise transferable by Customer, without specific written authorization from Suddenlink. In Suddenlink's discretion, Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

27. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Suddenlink on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Suddenlink, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Suddenlink Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Suddenlink Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Suddenlink's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Suddenlink Parties will not be liable for any loss associated with such unauthorized access. In addition,

neither the Suddenlink Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Suddenlink shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Suddenlink Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failures or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Suddenlink's Maximum Liability to Customer arising under this Agreement shall be the lesser of \$5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

28. Indemnification. Customer agrees to defend, indemnify, and hold harmless Suddenlink Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Suddenlink to Customer. Customer agrees to indemnify and hold harmless the Suddenlink Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Suddenlink Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Suddenlink or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Suddenlink, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Suddenlink.

29. Regulatory Authority. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

30. BINDING ARBITRATION. Please read this section carefully. It affects your rights. Any and all disputes arising between You and Suddenlink, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement, claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either You or Suddenlink may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. You may also bring issues to the attention of federal, state, and local executive or administrative agencies. Resolving Your dispute with Suddenlink through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SUDDENLINK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

a. **Opting Out of Arbitration.** If YOU HAVE BEEN AN EXISTING CUSTOMER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH SUDDENLINK OR A PREDECESSOR COMPANY, THIS OPT-OUT PROVISION DOES NOT APPLY TO YOU. IF YOU BECAME A CUSTOMER ON OR WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO ALTICE SHARED SERVICES, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO SUDDENLINK MUST INCLUDE YOUR NAME, ADDRESS, AND SUDDENLINK ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SUDDENLINK THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUDDENLINK OR THE DELIVERY OF SUDDENLINK SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH SUDDENLINK.

b. **Pre-Arbitration Process.** (i) Notice Of Dispute. Before commencing an action in arbitration, You must first notify us of Your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that You demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. For Your convenience, You may download a Notice of Dispute form from our website at <https://www.suddenlink.com/sites/default/files/Notice-Of-Dispute.pdf>. Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes. (ii) 30 Day Wait Period. If Suddenlink has not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings.

c. **Commencing an Arbitration.** To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Suddenlink. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/CommercialForms>.

d. **Arbitration Process.** The arbitration will be administered by the AAA under the AAA's Commercial Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between You and Suddenlink. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including customer personally identifiable information. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than \$50,000, Suddenlink agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

e. **Arbitration Fees.** Except as otherwise provided in this arbitration provision, Suddenlink will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Suddenlink commences or that You commence seeking damages of \$10,000 or less. If You commence an arbitration seeking greater than \$10,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Suddenlink will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Suddenlink to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Suddenlink for any amounts Suddenlink may have paid on Your behalf.

f. **Governing Law.** Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

g. **Waiver of Class and Representative Actions.** YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. You and Suddenlink agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Suddenlink account holders, neither You nor Suddenlink may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Suddenlink proceeds to court rather than through arbitration, You and Suddenlink each waive the right to any trial by jury through this Agreement.

h. **Severability and Survival.** If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

31. **Governing Law.** Subject to Section 26.f above, this Agreement shall be governed by the laws of the state of New York.

32. **Severability.** If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

33. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Suddenlink and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

34. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

35. **Force Majeure.** Suddenlink Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Suddenlink, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

36. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Suddenlink and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Suddenlink in connection with the

sale, installation, maintenance or removal of Suddenlink's Services or Equipment shall be binding on Suddenlink except as expressly included herein.

37. **Amendment; Notice.** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Suddenlink may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Suddenlink's website (www.suddenlink.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Suddenlink may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Suddenlink web site (www.suddenlink.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Suddenlink that Customer is cancelling this Agreement in accordance with the then-current policy.

Exhibit A
Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement ("SLA") covers the local transport area to the Suddenlink demarcation point including Suddenlink equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Suddenlink's objective is a four (4) hour mean-time-to-repair ("MTTR")

SERVICE LEVEL GUARANTEE

Interruption/Outage ("Interruption"): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Suddenlink Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Suddenlink.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Suddenlink's trouble reporting system. An Interruption period ends when the circuit/service is operative.

- a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. If an Altice/ Suddenlink technician is dispatched for a reported failure and it is determined that such failure is not within Suddenlink's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
- c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to customercare@suddenlink.com within thirty (30) calendar days of the Interruption.
- d. For calculating credit allowances, every month is considered to have thirty (30) days.
- e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Suddenlink shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

<u>Outage Duration</u>	<u>Credit of Monthly Charges</u>
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

- a. Interruptions caused by the negligence of Customer or third parties outside of Suddenlink's control.
- b. Interruptions due to the failure of power, equipment, systems or connections not provided by Suddenlink under this Agreement.
- c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a Customer order.
- d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
- e. Interruptions due to force majeure events.
- f. No trouble found or where the fault of the trouble is undetermined.

Site Details

Location	Speed	Monthly Cost
City Hall - 110 W Maddux St. Branson, MO 65616	1Gbps Optical Internet	\$1,850.00
City Hall - 110 W Maddux St. Branson, MO 65616	1Gbps Optial WAN	\$550.00
Fire Station #1 - 110 Crosby St, Branson, MO 65616	1Gbps Optial WAN	\$550.00
Fire Station #2 251 Branson Meadows Branson, MO 65616	1Gbps Optial WAN	\$550.00
Facilities Maintenance 625 Stockstill Lane	1Gbps Optial WAN	\$550.00
Pacific Tower 616 W Pacific	1Gbps Optial WAN	\$550.00
Recplex 1500 Branson Hills Pkwy	1Gbps Optial WAN	\$550.00
Cooper Creek Treatment Plant 2855 Fall Creek Branson, MO 65616	1Gbps Optial WAN	\$550.00
Meadows Treatment Plant 3718 Fall Creek Rd.	1Gbps Optial WAN	\$550.00
Cliff Drive Treatment Plant 521 Cliff Dr. Branson, MO 65616	1Gbps Optial WAN	\$550.00
Compton Drive Facilities 601 Compton Dr.	1Gbps Optial WAN	\$550.00
"The Mountain" 295 Buena Vista Rd Branson MO 65616	1Gbps Optial WAN	\$550.00
Lakeside RV Park - 300 Boxcar Willie Dr Branson, MO 65616	100Mbps Optical Internet	\$450.00
Lakeside RV Park - 300 Boxcar Willie Dr Branson, MO 65616	Coax 1Gbps/50Mbps Internet	\$430.39
Fire Station #3 3500 Keeter St, Branson, MO 65616	Coax 300Mbps/30Mpbs	\$165.39
Cliff Intake - 1198 Canal St, Branson, MO 65616 - Coax w/modem	Coax 300Mbps/30Mpbs	\$165.39
Meadows Intake - 468 River Ln, Branson MO 65616 - Coax w/modem	Coax 300Mbps/30Mpbs	\$165.39

*Coax internet pricing package includes secure Internet fee and modem rental costs

**City will be dropping Lakeside RV Park Optical Internet after network reconfiguration in early 2021.

Services Options Pricing Guarantee

Dedicated Optical Internet 1Gbps - \$1,850/Mo

Dedicated Optical Internet 2Gbps - \$2,299/Mo

Dedicated Optical Internet 3Gbps - \$3,000/Mo

Dedicated Optical WAN 1Gbps - \$550/Mo.

Dedicated Optical WAN 10Gbps - \$900/Mo.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A CONTRACT WITH THINKSPACE IT PERTAINING TO THE PURCHASE OF MICROSOFT SOFTWARE LICENSING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: IT DEPARTMENT

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- The following agreement is with Thinkspace IT to enable the purchase of necessary Microsoft software licensing required by the IT Department to service the City’s various departments.
- The agreement allows the IT Department to purchase Microsoft Office 365 subscription services to be used by City staff for Microsoft Exchange Online.
- Licensing being purchased includes:
 - Qty: 1 - Azure Active Directory Premium
 - Qty: 10 - Office 365 Audio Conferencing
 - Qty: 315 - Office 365 GCC G1
 - Qty: 20 - Office 365 GCC G3
 - Qty: 1 - Office 365 GCC G5
- The contract enables the IT Department to utilize the Microsoft 365 online platform.
- City of Branson’s data will be hosted in Microsoft’s government cloud infrastructure for increased security provided exclusively to qualified government entities.
- Bids were accepted via bid 2020-02586 and Thinkspace IT was the lowest qualified bidder. (SHI International did not meet bid specs)
- The contract is for a one-year term and includes three optional one-year renewals.
- The total not-to-exceed amount on this agreement is up to \$35,000. This allows staff to add licensing as needed for employee fluctuations. Funds for this contract are included in the 2021 budget appropriations.

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

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL APPROVING A CONTRACT WITH THINKSPACE IT PERTAINING TO THE PURCHASE OF MICROSOFT SOFTWARE LICENSING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

Item	Dazzee	Exisor	Image Source	IT Parter	Newave Solutions	Saxon Global
Azure Active Directory Premium P2 Government	\$103.00	\$96.12	\$82.92	\$92.70	\$99.79	\$95.26
Office 365 Audio Conferencing GCC	\$46.00	\$48.00	\$41.40	\$51.50	\$52.80	\$48.00
Office 365 GCC G1	\$92.00	\$85.44	\$82.92	\$82.40	\$88.70	\$84.67
Office 365 GCC G3	\$334.00	\$213.60	\$207.12	\$206.00	\$221.76	\$211.68
Office 365 GCC G5	\$403.00	\$373.80	\$362.52	\$360.50	\$388.08	\$370.40

Item	SHI Option 1	SHI Option 2	Smarter Consulting	Tempus Noval	Thinkspace IT
Azure Active Directory Premium P2 Government	\$96.39	\$84.80	\$100.00	\$102.60	\$91.63
Office 365 Audio Conferencing GCC	\$48.00	\$42.24	\$90.00	\$48.00	\$48.00
Office 365 GCC G1	\$85.68	\$80.39	\$90.00	\$91.20	\$81.45
Office 365 GCC G3	\$214.20	\$221.76	\$220.00	\$228.00	\$213.31
Office 365 GCC G5	\$374.72	\$388.08	\$100.00	\$399.00	\$356.33

*Pricing is annual

**SHI did not meet bid specs

BILL NO. 5936

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH THINKSPACE IT PERTAINING TO THE PURCHASE OF MICROSOFT SOFTWARE LICENSING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson is approving a contract with Thinkspace IT pertaining to Microsoft Software Licensing; and

WHEREAS, Thinkspace IT 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 approves the contract with Thinkspace IT pertaining to the purchase of Microsoft Software Licensing for an amount not to exceed \$35,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831 11/19/20

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 ThinkSpace IT ("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): **software, from a date beginning on the execution date of this contract to a date ending one year from the execution date, with the option to renew the contract for up to three (3) additional successive one-year terms unless Seller has notified the City at least one hundred twenty (120) days prior to the end of the then contract term or extensions thereto that Seller 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.**
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 **Thirty Five Thousand Dollars (\$35,000.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
 - a. The Seller is responsible for the costs of shipment.
 - b. Time is of the essence with respect to each shipment.

- c. If deliveries are not made **upon delivery**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
 - d. Deliveries are to be made to: **110 W. Maddux Street, Suite 311, Branson, Missouri 65616.**
- 4. Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.
- 5. Inspection and Acceptance.**
- a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
 - b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
 - c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.
- 6. Warranty.**
- a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
 - b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
 - c. Any implied warranties are not altered by this written contract.
 - d. Additional terms: N/A.
- 7. Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
- 8. Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

- 9. Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.
- 10. Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
- 11. Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
- 12. Termination of Contract.** The City reserves the right to terminate the contract at any Time if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City.. In the event of such termination, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby.
- 13. Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 14. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 15. Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.
- 16. Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this

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

17. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

SELLER:

CITY OF BRANSON, MISSOURI

By: Jessa Erickson 11.5.2020
(Signature) Date

E. Edd Akers Date
Mayor

Name: Jessa Erickson
(Printed Name)

Title: Owner

ATTEST:

Company Name: ThinkSpace IT

Lisa K Westfall Date
City Clerk

Address: 1108 8th St.
Harlan, IA 51537

Phone: 844.576.2555

APPROVED AS TO FORM:

E-Mail: jessa.erickson@thinkspaceit.com

CALL #51831 11/4/20
Chris Lebeck #51831 Date
City Attorney

Tax ID: 20-8040638

ThinkSpace IT
1108 8th St.
Harlan, IA 51537

SCOPE OF WORK

1. Purpose: ThinkSpace IT agrees to provide Microsoft Office 365 to employees of the City, per the following general specifications. All specifications listed shall be considered as the minimum acceptable.
2. General Requirements:

The City has a requirement of selecting the appropriate Microsoft subscriptions for Office 365 plans based on each employees' needs. Pricing outlined below are general descriptions and bid respondents may provide alternate pricing plans to identify best pricing. All pricing should reflect annual cost. Best efforts have been made to estimate licensing needs. The seller must be an official Microsoft 365 CSP (cloud service provider) directly or indirectly who has the ability to directly manage the licenses.

Multiple Microsoft licensing agreement quote options may be submitted if desired. (Examples: Open, MPSA, Select Plus) The City will review all options and select the agreement that best meets our needs based on pricing and flexibility.

<u>Quantity</u>	<u>Description</u>
Up to 25	Azure Active Directory Premium P2 Government
Up to 50	Office 365 Audio Conferencing GCC
Up to 325	Office 365 GCC G1
Up to 325	Office 365 GCC G3
Up to 25	Office 365 GCC G5

PRICING PAGE

Thinkspace IT provided pricing information as specified below to provide Microsoft Office 365 as specified in accordance with the terms and conditions of this contract.

Item	Description	Price per User
001.	Azure Active Directory Premium P2 Government	\$ 91.63 / year
002.	Office 365 Audio Conferencing GCC	\$ 48.00 / year
003.	Office 365 GCC G1	\$ 81.45 / year
004.	Office 365 GCC G3	\$ 213.31 / year
005.	Office 365 GCC G5	\$ 356.33 / year



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF NEWMAN'S SIGNS, INC. PERTAINING TO THE PURCHASE OF SIGNAGE SUPPLIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS DEPARTMENT

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- Nine bids were received on October 13, 2020 for the purchase of sign making supplies.
- The sign making supplies include preprinted signs, sign blanks for the city to add lettering as needed, sign posts, delineators, traffic cones, barricades, etc. Bids are compared line item by line item and reviewed for lowest bid. Contracts are written with each vendor for the line items having lowest bid and then approved by the Board of Alderman when the cumulative amount exceeds \$15,000.
- Staff recommends the bid with Newman Signs, Inc. for the purchase of the items in which they were low bidder for a total not to exceed amount of \$17,600.
- The bid items meet city specifications and are within budget. Funds to cover these expenses are included in the proposed 2021 transportation operational budget.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: TR/Governance

ATTACHED EXHIBITS:

BILL NO. 5937

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF NEWMAN’S SIGNS, INC. PERTAINING TO THE PURCHASE OF SIGNAGE SUPPLIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for traffic signage supplies for the City of Branson; and

WHEREAS, Newman’s Signs, Inc. 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 Newman’s Signs, Inc. for the purchase of traffic signage supplies for the City of Branson for an amount not to exceed \$17,600.00 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, on this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831 11/19/20

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 **Newman's Signs Inc.** ("Seller").

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **sign making 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 **Seventeen Thousand Six Hundred Dollars (\$17,600.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
 - a. The Seller is responsible for the costs of shipment.
 - b. Time is of the essence with respect to each shipment.
 - c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
 - d. Deliveries are to be made to: **2855 Fall Creek Road, Branson, Missouri 65616.**

Newman's Signs Inc.
Page 1 of 7

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: Maria Johnson 10/30/20
(Signature) Date

E. Edd Akers Date
Mayor

Name: Marcia Johnson
(Printed Name)

Title: Sales Representative

ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: Newman Signs Inc.

Address: 1606 6th Ave SW
Jamestown, ND 58402

Phone: 800-437-9770

APPROVED AS TO FORM:
CLL #51831 10/31/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: Sales8@newmans.com

Tax ID: 45-0276348

Newman Signs
1606 6th Ave SW
Jamestown, ND 58401

SCOPE OF WORK

1. Purpose: Newman Signs agrees to provide sign making supplies for the period commencing January 1, 2021 through December 31, 2021.
2. General Requirements:
 - 2.1. All products must be of acceptable quality. The City will not accept off colors, splices in coating on sheeted blanks or fish eyes (bubbles) in the sheeted coating. **All signs must be of Diamond Prismatic material.**
 - 2.2. Newman Signs agrees to replace defective products within ten (10) days. If at any time Newman Signs fails to meet or correct problems involving the quality of the product or equipment 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 Newman Signs will be liable for excess costs incurred.
 - 2.3. All pricing **must** include shipping cost delivered to the facilities located in Branson, MO.
 - 2.4. Newman Signs shall use recycled products where appropriate.
 - 2.5. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the Pricing Page regardless of actual quantities ordered.
3. Material Specifications & Estimated Quantities:
 - 3.1. Regulator Pre-made: Must meet MUTCD Standards; Diamond Prismatic Material; .080 aluminum thickness.
 - 3.2. Diamond Shape Blanks: Must meet MUTCD Standards; Diamond Prismatic Material; .080 aluminum thickness.
 - 3.3. Sign Blanks: Must meet MUTCD Standards; Diamond Prismatic Material; .080 aluminum thickness.
 - 3.4. Non-Coated Blanks: Must meet MUTCD Standards; .080 aluminum thickness.
 - 3.5. Warning Markers: Must meet MUTCD Standards; .080 aluminum thickness; Diamond Prismatic Material on the Object Markers and Chevron; Post Delineators need to be by NDM-Inc. to maintain style of our existing Post Delineators with

reflective bands.

- 3.6. Cones: Must meet MUTCD Standards; Diamond Prismatic Material bands; With Logo's BPW-SS and BPW-ST.
 - 3.7. Post: Must be 12 gauge for 2" and 2 ½" post; 12 gauge for 2 ¼ x 36 "stub; 14 gauge for 1 ¾ post and 2" x 36" Stub; 7 gauge for 3" x 36" stub.
 - 3.8. Sign Bracing: Must be 2 inches wide with holes on 1 inch increments.
 - 3.9. Roll-Up Reflective Signage: Must meet MUTCD Standards; Reflective Prismatic Material; Include ribs and a rubber weighted base.
 - 3.10. Sign Making Supplies: Must be the brand and series that is listed in the bid sheet.
 - 3.11. Sign Brackets: Must meet MUTCD and AASHTO crash worthiness Standards.
 - 3.12. Expanding Foam: Must meet MODOT standards and in a 2.5 lb. bag.
 - 3.13. Barricades must meet MUTCD, AASHTO and MoDOT Standards.
5. The City reserves the right to inspect the equipment prior to purchase.

PRICING PAGE

Newman Signs provided pricing information as specified below to provide sign making materials as specified in accordance with the terms and conditions of this contract.

Item	Product Description	Size	Estimated Quantity	Unit of Measure	Price
032.	POST DELINEATOR 36" YELLOW w/reflective collars & bolt base Made by NDM-Inc	36"- Part # DEL36YYRFL	200	EA	\$ 17.05
034.	Pins Only- Made by NDM-Inc for post above	Parts # DEL36YYRFL and DEL36WWRFL	100	EA	\$ 1.44
035.	Post Only Made by NDM-Inc	for Part# DEL36YYRFL and DEL36WWRFL	100	EA	\$20.28
038.	2" x 14' sq. breakaway post	12 ga.	100	EA	\$ 39.85
039.	2 1/2" x 14' sq. breakaway post	12 ga.	100	EA	\$ 38.33
040.	3" x 36" stub pipe for 2 1/2" sq. post	7 ga.	100	EA	\$ 26.42
041.	2 1/4" x 36" stub pipe for 2" sq. post	12 ga.	100	EA	\$ 8.84
045.	STOP w/ribs & base	36"	50	EA	\$ 141.76
046.	STOP w/ribs & base	48"	20	EA	\$ 189.68
048.	Yield signs w/ribs & base	48"	20	EA	\$ 153.59
052.	ORANGE W/BLK BORDER w/ribs & rubber weighted base (w/interchangeable message)	36" x 36"	50	EA	\$ 168.50
057.	3M HIP Reflective 3930 White	36" x 50 yd	500	YD	\$ 6.10
058.	3M HIP Reflective 3930 White	48" x 50 yd	500	YD	\$ 6.10
062.	3M HIP Reflective 3930 Yellow	36" x 50 yd	500	YD	\$ 6.10
063.	3M HIP Reflective 3930 Yellow	48" x 50 yd	500	YD	\$ 6.10
066.	3M HIP Reflective 3930 Orange	36" x 50 yd	500	YD	\$ 6.10
067.	3M HIP Reflective 3930 Orange	48" x 50 yd	500	YD	\$ 6.10
068.	3M Protective Overlay 1160 film	48" x 50 yd	500	YD	\$ 6.42



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE SECOND RENEWAL OF THE SERVICES CONTRACT WITH TRADEBE ENVIRONMENTAL SERVICES, LLC PERTAINING TO THE TRANSPORTATION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS/ENGINEERING DEPARTMENT

FIRST READING: NOVEMBER 24, 2020 **FINAL READING:** DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- One bid was received on October 17, 2018 for the household hazardous waste collection. The bid included an option to renew for up to three (3) additional successive one-year terms. Review and approval by the Board of Aldermen is required prior to entering into a renewal of the contract.
- A services contract was approved by the Board of Aldermen on January 8, 2019 for a not to exceed amount of \$22,837.41 for fiscal year 2019. The first renewal was approved by Board of Aldermen on November 12, 2019 in a not to exceed amount of \$12,000 for fiscal year 2020.
- This is the second of three optional renewals allowed in the original Request for Bid.
- Staff recommends the option for the second renewal with Tradebe Environmental Services, LLC for the transportation and disposal of household hazardous waste material in the not to exceed amount of \$12,000 for FY2021.

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

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL APPROVING THE SECOND RENEWAL OF THE SERVICES CONTRACT WITH TRADEBE ENVIRONMENTAL SERVICES, LLC PERTAINING TO THE TRANSPORTATION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

Tradebe Environmental Services, has provided satisfactory transportation and disposal of household chemical waste since 2015.

Payment for the transportation and disposal of chemical waste from the household chemical collections facility is provided under an intergovernmental agreement specifying that Taney County pay 68%, Branson pays 18%, Hollister pays 9% and Forsyth pays 5% of total cost of disposal.

The other entities are billed for their portion of the disposal bill at least two times per year when invoice is received from Tradebe Environmental Services, LLC.

BILL NO. 5938

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE SECOND RENEWAL OF THE SERVICES CONTRACT WITH TRADEBE ENVIRONMENTAL SERVICES, LLC PERTAINING TO THE TRANSPORTATION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for the transportation and disposal of household hazardous waste material. One bid was received on October 17, 2018 for the household hazardous waste collection; and

WHEREAS, upon accepting the proposal, the contract was executed for a term of three years to be reviewed and approved annually by the Board of Aldermen; and

WHEREAS, the Board of Aldermen desires to renew the contract with Tradebe Environmental Services, LLC for the 2nd renewal period from January 1, 2021 through December 31, 2021.

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

Section 1: The Board of Aldermen hereby accepts the proposal of Tradebe Environmental Services, LLC for the transportation and disposal of household hazardous waste material in the amount not to exceed \$12,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

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

Read, this first time on this _____ day of _____, 20__.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk


Chris Lebeck #51831
City Attorney

Master Contract Number: C2019-0088

Sub-Contract Number: _____

**NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT**

THIS RENEWAL made and entered into this 11th day of November, 2020, by and between the City of Branson, Missouri (the "City") and **Tradebe Environmental Services, LLC** ("Service Provider") for renewal period **Two** from **January 1, 2021 to December 31, 2021**.

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

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

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twelve Thousand Dollars (\$12,000.00)**, 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: Derek C Duggan 11/12/2020
(Signature) Date

Name: Derek C Duggan
(Printed Name)

Title: Vice President

Company Name: Tradebe Environmental Services, LLC

Address: 1433 E 83rd Avenue - Suite 200, Merrillville IN 46410

Phone: 800 388 7242

E-Mail: usa.bids@Tradebe.com

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

Clk #51831 11/4/20
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2019-0088

SERVICES CONTRACT

THIS CONTRACT made and entered into this 8th day of January, 2019, by and between the City of Branson, Missouri (the "City") and Tradebe Environmental Services, LLC ("Service Provider").

WITNESSETH:

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

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

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

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

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 Two Thousand Eight Hundred Thirty Seven Dollars And Forty One Cents (\$22,837.41)**, 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. Notwithstanding anything contained herein to the contrary, the obligation to indemnify shall not extend to claims for any indirect, special, incidental or consequential damages of any kind whatsoever.

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

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

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

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

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

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

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

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

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

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

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

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

18. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

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

program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

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

20. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

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

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

SERVICE PROVIDER:

By: [Signature] 11/26/18
(Signature) Date

Name: Robert O'Brien
(Printed Name)

Title: EVF of Operations

Company Name: Tradebe Environmental Services, LLC

Address: 1433 E. 83rd Ave Ste. 200
Newmillville, IN 46410

Phone: 800-388-7242

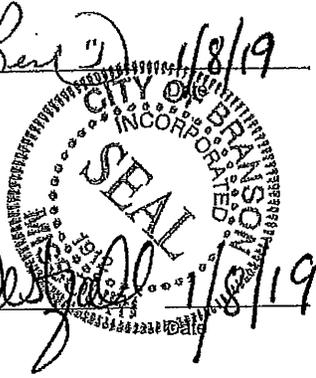
E-Mail: usa.bids@tradebe.com

Tax ID: 01-0757921

CITY OF BRANSON, MISSOURI

[Signature] 11/8/19
Karen Best
Mayor

ATTEST:
[Signature] 11/8/19
Lisa K Westfal
City Clerk



APPROVED AS TO FORM:
[Signature] 11/21/18
Chris Lebeck #51831
Associate City Attorney

[Signature] 11/27/18
Tradebe Environmental Services, LLC
Page 6 of 14

Tradebe Environmental Services, LLC
1301 West 22nd Street, suite 500
Oakbrook, IL 60523

**SERVICES CONTRACT
SCOPE OF WORK
FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION**

1. **SCOPE OF WORK:** Tradebe agrees to provide all materials, labor, loading, transporting, permits, manifests, insurance, bonds, expert technical assistance and any other items necessary to accomplish the work specified herein except the City shall provide certain facilities and personnel as specified herein.

1.1 **Time:** Tradebe shall pick-up and transport materials to disposal/recycling facilities within fifteen (15) days of call for pickup by the City.

1.2 **Training, Planning and Assistance:** The City intends this training as part of the set-up of procedures with Tradebe under the contract. The number of participants will be approximately three (3). The City may desire, from time to time, to have this training as a "refresher" or for new employees.

1.2.1 Tradebe shall provide experienced and trained personnel to assist the City in the organization and training of City employees and volunteers relating to the operation of collection facilities, identification, and segregation, packaging, final disposal options/methods of waste and related subjects.

The City may require additional training from time to time.

1.2.2 Training shall be thorough and complete in the following areas; but not limited to these areas:

- Applicable Regulations
- General Safety Rules
- Chemical Hazards
- Physical Hazards
- Collection Facility Hazards covering
 - Acceptable/Unacceptable Materials
 - Hazard Class Definitions
 - Basic Segregation
 - Packaging
 - Labeling
 - Compatibility of Staged Materials
- Work Tasks
- Contamination Control
- Re-containerizing Leaking Containers/Overpacks
- Procedures
- Materials Required For and Testing of Unknowns
- Waste Flow: Cradle to Grave

- 1.2.3 **Service Provider Procedures:** Tradebe shall provide training on the Tradebe's procedures to City personnel in at least the following areas: Initial Staff Orientation Training, Hazardous Waste and Labpack Training, Chemical Identification Testing and Annual Refresher Training on Tradebe's Procedures as required.
- 1.3 **Mobilize/Demobilize:** Tradebe shall mobilize and demobilize all labor and equipment required for each individual shipment.
- 1.4 **Preparation, Loading, Transportation, Recycling and/or Disposal:** Tradebe shall check and verify final packaging, labeling, and inventory; load; transport; and recycle and/or dispose of generated waste. Tradebe will assume generator status for all wastes transported from Branson's Household Chemical Collection Center. Tradebe will also provide manifests and Certificates of Recycle/Disposal within 30 days of pickup.
- 1.5 **Supplies and Materials:** Tradebe shall supply all materials, equipment, safety equipment, drums, absorbent, packing materials, general consumables required for the Service Provider to accomplish this Scope of Work.
- 1.5.1 **Supplies and materials required, but not limited to:**
- Fiber Drums (5, 10, 17, & 30 gal as required) 55 fiber or poly
 - Open Top 55 gal Steel Drums
 - Closed Top 55 gal Steel Drums
 - 2-Overpack Salvage Drums, 80 gal
 - Vermiculite or comparable material
 - Drum Liners
 - All Manifests
 - All Placards for Transportation
 - Electronic Scale for Material Weighing
 - Labpack Inventory Sheets
 - Chemical Identification Testing Materials (Unknowns)
 - MSDS Sheets or Software for General Waste Streams
 - Cubic yard boxes with liners
 - Oil Absorbent
 - Reference book with contract specific requirements
 - All Materials Required for Labpacking and Shipping
 - All Labels: Hazardous Waste, Non-Hazardous Waste, Hazard Classes, and Up Labels
- 1.5.2 Tradebe shall provide materials to the City within three (3) weeks of date of request.
- 1.5.3 The City may, at its option, procure necessary supplies from vendor(s) other than Tradebe under this agreement.
- 1.6 **Procedures:** Tradebe shall have, maintain, and follow specific procedures and plans in the following areas:

- Bulking Procedures
- Unacceptable Waste Procedures
- Unknown Waste Procedures
- A Spill & Fire Prevention Plan
- Emergency Preparedness and Contingency Action Plan

1.7 **Certification of Staff:** Tradebe staff shall have a minimum certification of 40 hour Hazardous Materials Technician Level or be under the direct supervision of a certified supervisor.

~~1.8 **Approved Equipment:** The equipment utilized in the performance of this contract shall be properly licensed, placarded and/or certified under all state and federal rules and regulations.~~

1.9 **Safety:** Tradebe personnel shall take all measures necessary to safely load, transport, recycle and/or dispose of collected household hazardous wastes in compliance with all state and federal regulations.

1.10 **Customer Safety:** Tradebe will designate a customer service representative familiar, accountable and responsible for performance of this contract. This representative will provide support and expert technical assistance as needed to the HCC staff. Tradebe shall provide a toll-free-hot-line to access such support.

1.11 **Additional Assistance:** The City may request the assistance of an analyst or technician.

1.12 **Experience and Expertise:**

1.12.1 Demonstrated experience and expertise of Tradebe and its staff in providing products or service of a similar nature to clients comparable to the City for a minimum period of five (5) years.

1.12.2 A brief but complete background of Tradebe including previous experience in hazardous waste management and projects of this nature.

1.12.3 The qualifications and license certifications of staff available for assignment to the proposed project.

1.12.4 Include a copy of any license, or permits required for the collection, transportation and disposal of hazardous materials.

1.12.5 Include copies of any violations, citations, and/or awards your company has received.

2. **GENERAL OVERVIEW OF SERVICE PROVIDER DUTIES:**

2.1 Tradebe shall be responsible for the following duties as well as additional duties hereinafter specified:

- 2.1.1 Initial training/orientation of Collection Center Staff
- 2.1.2 Check and verify packing and final inventory
- 2.1.3 Loading
- 2.1.4 Manifesting
- 2.1.5 Generator status
- 2.1.6 Transportation, recycling and/or disposal of materials at a properly permitted disposal facility.

2.2 **Method of Operating Approach:**

2.2.1 Demonstration of a complete understanding of the City's requirements, and the approach to planning, implementing, and performing the Scope of Work.

2.2.2 The complete legal name, address, Federal ID Number or Social Security Number, permanent address at which records will be retained, and telephone number of the Bidder including the name of the person to contact for discussion of the proposal.

2.2.3 An in-depth narrative clearly indicating the Bidders understanding of the Scope of Work and all terms and conditions hereof. It is strongly suggested the Bidder provide a response to each paragraph contained herein identified by paragraph number. Particular attention should be given to specifically how, what with, and when the Bidder will accomplish each of the requirements herein. Provide the following information:

2.2.3.1 **Staffing:** Provide a description of your proposed staff and management for this project, including name of your Project Manager and/or contact person. List the number of personnel by job type, such as chemist, technician, driver, etc. with a summary of their duties at this program. Include any licenses, certifications, etc. the staff may possess.

2.2.3.2 **Equipment List:** Provide a list of equipment which will be provided at the collection site, including all fire prevention, safety, personal protective equipment, and other supplies or equipment you deem suitable or necessary for this project.

2.2.3.3 **Contingency Plan:** Provide a format for a contingency plan, including description of notification procedures for on-site emergencies and evacuation of participants and site workers if necessary.

2.2.3.4 **Spill and Fire Prevention Plan:** Provide a spill prevention and fire prevention plan customized to the anticipated on-site activities coordinated with HCCC Operations Plan.

2.2.3.5 **Packaging:** Provide a description of packaging methods used for collected wastes, including safety procedures if any materials are consolidated or bulked on site.

2.2.3.6 **Bulking Procedures:** Provide a description for standard operating bulking procedure for flammable solvents, waste oil, paint (latex/oil base), and antifreeze.

2.2.3.7 **Waste Streams Utilized:** Provide a complete list of waste streams that will be utilized under this contract.

2.2.3.8 **Specific Wastes:** Provide a description of what recycling and/or disposal options are available for each waste stream or product classification.

2.2.3.9 **Unacceptable Wastes:** List any wastes which you cannot accept and if possible, provide alternatives for managing these wastes.

2.2.3.10 **Unknown Wastes:** Provide description of procedure for identification of unknown wastes to provide for proper segregation and transportation.

2.2.3.11 **Training of Sponsor Personnel and Volunteers:** Provide a description of training to be provided to City personnel and to volunteers. Include any software training for Household Chemical Collection Center Staff.

2.2.3.12 **Transportation and Disposal Facilities:** Provide a list of all transporters and treatment/storage/recycling/disposal facilities which may be utilized in performance of this program. The list should include the name, address, and I.D. or permit number for each transporter or facility.

2.3 The City may revise Tradebe's responsibilities from time to time as permitted by the Contract documents and upon mutual agreement between the City and Tradebe.

3. **GENERAL OVERVIEW OF CITY RESPONSIBILITIES:**

3.1 The City will provide the following:

- Provide collection facilities and security
- Coordinate contingency, spill prevention, and fire prevention plans
- Promotion of City program and public education
- Receptacles for disposal of trash and non-hazardous waste
- Crowd control
- Training area/facilities
- Volunteers from community to assist with traffic control and non-hazardous bulking as needed.

Staff will be onsite to answer questions at time of disposal.

4. **BAN VERIFICATION:** The City prohibits landfilling of any material except dried latex paint and deep-well injection or any other land application method of disposal. The City requires land ban verification of all wastes disposed of from the Household Chemical Collection Center.
5. **LIMIT OF RISK:** Tradebe shall limit all risks and liabilities incurred by limiting the number of sites utilized to (handle consolidate/treat/recycle/incinerate/dispose) of wastes transported from the Household Chemical Collection Center.
6. **SUBCONTRACTING:** ~~None of the work or services under this contract shall be subcontracted without prior written approval from the City.~~
7. **EXPERIENCE AND EXPERTISE:**
 - 7.1 Staff must meet the qualifications and license certifications to perform the contract work as specified herein.

Branson Household Chemical Collection Annual Quantity of Material for one year
 Note: "Unit Price per Pound or Each" must include all manifesting, transportation and disposal.

Description	Qty.	Unit	Treatment/ Disposal Method	Unit Price Per Pound	5 Gal Minimums	Estimated Cost of Disposal
Antifreeze	363	Ibs.	Recycle	\$0.57	\$51.88	\$206
Aerosols	600	Ibs.	Recycle	\$1.17	\$72.88	\$700.49
Acids (Loose packed)	269		Stabilization	\$1.32	\$87.88	\$354.40
Bases (Loose packed)	458		Stabilization	\$1.32	\$79.88	\$603.41
Batteries (Lead Acid)	37	ea.	Recycle	\$1.32	\$63.88	\$48.75
Batteries (Nicad)	51	Ibs.	Recycle	\$2.07	\$63.88	\$105.44
Bulbs (Fluorescent)	2500	ea.	Retort	\$0.92	\$33.88	\$2293.70
Bulk Fuels	2600	Ibs.	Fuels Blend	\$0.44	\$45.88	\$1143.23
Capacitors (PCB)	-	ea.	Landfill	\$10.32	\$66.88	
Cleaners (Ammonia Based)	248	Ibs.	Stabilization	\$1.32	\$79.88	\$326.74
Cleaners (Water Based)	116	Ibs.	Energy Rec	\$0.82	\$86.88	\$94.83
Cylinders (Compressed gas)	59	ea.	Recycle	\$9.00	\$41.88	\$531.00
Cylinders (Fire Extinguishers)	3	ea.	Recycle	\$25.32	\$41.88	\$75.95
Cyanide	-	Ibs.	Incin	\$5.32	\$122.88	
Dioxin	-	Ibs.	Incin	\$25.32	\$666.88	
Flammable Liquids	1000	Ibs.	Fuels Blend	\$1.32	\$64.88	\$1317.48
Flammable Solids	100	Ibs.	Incin	\$2.82	\$85.88	\$281.75
Mercury	15	Ibs.	Retort	\$5.32	\$266.88	\$79.76
Oil (Motor, Gear, Lube)	600	Ibs.	Recycle	\$0.44	\$51.88	\$263.82
Oil (Used Filters)	302	Ibs.	Recycle	\$0.71	\$41.88	\$213.99
Oxidizing Solids	150	Ibs.	Incin	\$5.32	\$122.88	\$797.62
Paint (Latex)	100	Ibs.	Landfill	\$0.88	\$43.88	\$87.75
Paint (Oil Based)	3933	Ibs.	Incin	\$1.09	\$77.88	\$4286.97
PCB Ballasts		ea.	Landfill	\$9.00	\$66.88	
Pesticides (Liquid)	600	Ibs.	Incin	\$1.32	\$114.88	\$790.49
Pesticides (Powder)	200	Ibs.	Incin	\$1.32	\$71.88	\$263.50
Propane Cylinders	20	ea.	Recycle	\$26.88	\$26.88	\$537.67

Reactive	10	lbs.	Incin	\$2.57	\$241.88	\$25.67
Smoke Alarms	-	ea.	N/A	N/A	N/A	N/A
TOTAL	14828		TOTAL			\$15,430.41

All quantities are estimates only and may be more or less; payment will be made at the above rates regardless of the actual quantities. The amounts for each item shall be used solely for evaluation of costs for contract award.

Branson Household Chemical Collection Annual Quantity of Material for one year

Note: "Unit Price per Pound or Each" must include all manifesting, transportation and disposal.

Part Two: Packing and Related Supplies

Item	Description	Size	Type	Qty.	Unit Price	Estimated Cost of Containers
1	Open Top Drum	5 gallon	poly	30	\$12.60	\$378.00
2	Open Top Drum	5 gallon	fiber	30	\$10.50	\$315.00
3	Open Top Drum	10 gallon	poly	20	\$13.65	\$273.00
4	Open Top Drum	10 gallon	fiber	20	\$13.65	\$273.00
5	Open Top Drum	17 gallon	poly	20	\$36.75	\$735.00
6	Open Top Drum	17 gallon	fiber	20	\$21.00	\$420.00
7	Open Top Drum	30 gallon	poly	20	\$47.25	\$945.00
8	Open Top Drum	30 gallon	fiber	20	\$21.00	\$420.00
9	Open Top Drum	55 gallon	fiber	15	\$21.00	\$315.00
10	Open Top Drum with no side bungs	55 gallon	metal	5	\$40.00	\$200.00
11	Closed Top Drum	55 gallon	metal	20	\$26.25	\$525.00
12	Drum Liners	one roll	-----	2	\$8.00	\$16.00
13	Cubic yard boxes with liners	cubic yard	fiber	25	\$63.00	\$1575.00
14	2 over pack salvage drums	80 gallon	poly	2	\$126.00	\$252.00
15	Vermiculite or similar	18# bag	-----	30	\$22.00	\$660.00
16	Oil absorbent	40 # bag	-----	15	\$7.00	\$105.00
17		Labpack inventory sheets				N/C
18		Chemical ID testing materials for unknowns			\$15.00	
19		All drum labels				N/C



STAFF REPORT

ITEM/SUBJECT: RESOLUTION ADOPTING THE CITY OF BRANSON'S LEGISLATIVE PRIORITIES FOR THE YEAR 2021.

INITIATED BY: LEGAL

DATE: DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- During the upcoming legislative session, Branson officials will be contacted by legislators, the Missouri Municipal League, other cities, and the media to state whether Branson supports or opposes various bills working their way through committees or scheduled for vote.
- Requests for support or opposition are often unscheduled, and frequently require immediate response. Passage of this Resolution will allow the City to respond to such requests with confidence that they have the support of the Board.
- Positions stated on the attached Legislative Priorities are those that the Board showed interest in during a special legislative study session on November 19, 2020.
- Staff will maintain ongoing dialogue and regular updates with the Board of Aldermen, so that public positions stay consistent with the Board of Aldermen's intent. If new issues arise during the legislative session, they will be brought to the Board for consideration to update the legislative policies.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

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COMMUNITY PLAN 2030: ED-1: Economic Growth. T-1 Branson Brand.

ATTACHED EXHIBITS:

A RESOLUTION ADOPTING THE CITY OF BRANSON'S LEGISLATIVE AGENDA FOR THE YEAR 2021

WHEREAS, issues which affect the interests of the City of Branson will be considered by the Missouri General Assembly, and laws which are passed will have a direct impact on the health, safety, and well-being of all of the citizens of the City of Branson; and

WHEREAS, the Board of Aldermen therefore desire to declare to City of Branson's Legislative Agenda for the year 2021.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, THE FOLLOWING:

Section 1: The Board of Aldermen of the City of Branson, Missouri hereby adopts the statement of legislative policy, attached hereto as Exhibit "1", as the official position of the City of Branson, and the Board authorizes the City to actively advocate these positions on behalf of the City of Branson to the media, the press, the members of the Missouri General Assembly and any legislative committees.

Section 2: If new issues arise during the legislative session, they will be brought to the Board for consideration to update the legislative agenda of the City of Branson.

ADOPTED by the Board of Aldermen of the City of Branson, Missouri, on this ____ day of _____, 20____.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney



BOARD OF ALDERMEN

ECONOMICS | ENVIRONMENT | EXCELLENCE

2021 LEGISLATIVE PRIORITIES

MAJOR PRIORITIES:

1. We encourage the passage of legislation that would remove the ticket reseller loophole from tourism tax in Sections 67.662 and 94.802, RSMo so that taxes are collected on the price paid or charged on an admission ticket regardless of who brokers the transaction.
2. We encourage the passage of an internet sales tax for all online sales set at the sales tax rate at the location of the customer and require the Missouri Department of Revenue to remit those amounts to the local jurisdictions.

MINOR PRIORITIES:

1. We welcome the passage and adoption of statewide building codes to establish minimum standards to increase the safety and integrity of structures, thereby reducing deaths, injuries and property damage.
2. We seek the establishment of statewide contractor licensing to establish certain criteria to prove reasonable competency in specific building trades (i.e. electrical, mechanical, and plumbing).
3. We ask that provisions of Chapter 79 of the Missouri Revised Statutes be modernized to utilize gender neutral methods to describe member of a city legislative body instead of Alderman or Aldermen.
4. We encourage legislation that allows Police/Fire/EMS personnel to buy into Medicare at age 50 with 25 - 30 years of active-duty public safety municipal service.
5. We desire legislation that provides mental health liaison support for municipal law enforcement to better manage mental health calls for service.
6. We demand the establishment of a statutory framework for bond and bail for repeat and violent offenders.
7. We encourage our legislature to consider PTSD as a duty related injury for first responders.
8. We ask for the establishment of statewide presumptive cancer initiatives to promote and protect the health and wellness of firefighters.
9. We encourage strengthening the requirements of worker's compensation and unemployment insurance to further combat fraud.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE ENGAGEMENT LETTER WITH COCHRAN HEAD VICK & CO., P.C. PERTAINING TO AUDITING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: DECEMBER 8, 2020

FINAL READING: JANUARY 12, 2021

EXECUTIVE SUMMARY:

- On March 19, 2020, the Board of Aldermen awarded the contract for auditing services to Cochran Head Vick & Co., P.C.
- The agreement was for a term of one year, renewable for four additional years with Board approval annually.
- This is the first renewal (second year) of the agreement for the audit of the fiscal year beginning January 1, 2020 and ending December 31, 2020. The total not to exceed amount of the agreement is for \$53,950.00.

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:

BILL NO. 5939

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ENGAGEMENT LETTER WITH COCHRAN HEAD VICK & CO., P.C. PERTAINING TO AUDITING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for auditing services for the City; and

WHEREAS, of the proposals received, Cochran Head Vick & Co., P.C. has been recommended for approval; and

WHEREAS, the Board of Aldermen desires to approve the contract for auditing services for fiscal year ending December 31, 2020.

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 Cochran Head Vick & Co., P.C. for auditing in the amount not to exceed \$53,950.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Read, this first time on this _____ day of _____, 20__.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831 12/3/20

Chris Lebeck #51831
City Attorney

CHV

COCHRAN HEAD VICK & CO., P.C.

& Co

Certified Public Accountants

November 4, 2020

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 453-7014
Fax (816) 453-7016

Other Offices in
Missouri and Kansas

Honorable Mayor and
Members of the Board of Aldermen
The City of Branson, Missouri
110 W. Maddox Street
Branson, Missouri 65616

We are pleased to confirm our understanding of the services we are to provide the City of Branson, Missouri (the City) for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Branson, Missouri as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedules of Funding Progress
- 3) Schedules of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Contributions
- 5) Schedule of Changes in the City's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in

relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards, if applicable.
- 2) Combining and Individual Nonmajor Fund Financial Statements and Schedules
- 3) Schedules of Revenue, Expenditures and changes in Fund Balances – Budget and Actual

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Introductory and Statistical Sections

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and Members of the Board of Aldermen of the City of Branson, Missouri. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair

presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cochran Head Vick & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cochran Head Vick & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit fieldwork approximately March 29, 2021, issue our draft reports no later than April 30, 2021, and to issue our final reports no later than May 10, 2021.

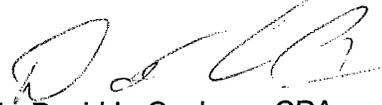
Mr. David Cochran, CPA is the Engagement Partner Pro-Tem and is responsible signing the reports or authorizing another individual to sign them. Mr. Michael Keenan, CPA is the Engagement Partner.

Our fee for these services will be \$50,700. This fee does not include the fee for a single audit. If a single audit is required, the fee for the audit of one major program is \$3,250. If additional major programs are required to be audited, our fees for each additional program will be \$2,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

For your reference, our most recent external peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it

Very truly yours,
COCHRAN HEAD VICK & CO., P.C.



Mr. David L. Cochran, CPA
For the Firm

RESPONSE:

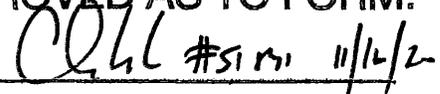
This letter correctly sets forth the understanding of the City of Branson, Missouri.

By: _____

Title: Mayor

Date: _____

APPROVED AS TO FORM:



CLL #51 m 11/12/2

City Attorney



TROUTT, BEEMAN & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

January 29, 2018

To the Owners of Cochran Head Vick & CO., P.C.
and the Peer Review Committee of the Missouri Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Cochran Head Vick & CO., P.C. (the firm) in effect for the year ended July 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified are not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

1212 LOCUST
PO BOX 160
HARRISONVILLE, MO 64701
PHONE: 816-380-5500
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13470 S ARAPAHO, SUITE 190
PO BOX 4078
OLATHE, KS 66083
PHONE: 913-764-1922
FAX: 913-764-8062

WWW.TBCO.NET

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cochran Head Vick & CO., P.C. in effect for the year ended July 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Cochran Head Vick & CO., P.C. has received a peer review rating of *pass*.

Trout, Beeman & Co., P.C.

TROUTT, BEEMAN & CO., P.C.
Harrisonville, Missouri



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON TO PROVIDE MUTUAL AID AND POLICE SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: DECEMBER 8, 2020

FINAL READING: JANUARY 12, 2021

EXECUTIVE SUMMARY:

- This Intergovernmental Agreement provides the ability for Branson Police Officers to provide emergency services and mutual aid to areas within the jurisdictional boundaries of Taney County. The City of Branson benefits from this arrangement as it allows the police department to effectively and efficiently respond to various situations, which likely affect our residents and/or the surrounding area in emergencies.
- The agreement is scheduled to be effective from January 1, 2021, through December 31, 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: C Strategy 1.3.1 Provide quality police services in areas of law enforcement, crime prevention, education, and public safety.

ATTACHED EXHIBITS:

BILL NO. 5940

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON FOR MUTUAL AID AND POLICE SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson wishes to enter an Intergovernmental Agreement with Taney County, Missouri for mutual aid and police services; and

WHEREAS, the Intergovernmental agreement between Taney County, Missouri and the City of Branson has been recommended for approval by staff and

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

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

Section 1: The Board of Aldermen hereby accepts the proposed Intergovernmental Agreement with Taney County, Missouri for Mutual Aid and Police Services and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Read, this first time on this _____ day of _____, 20__.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CLL #51831 12/3/20

Chris Lebeck #51831
City Attorney

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND POLICE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made by and between Taney County and the Taney County Sheriff's Office ("County"), and the City of Branson, Missouri Police Department ("City"). Such entities will be referred to herein as "Parties," collectively, and "Party" individually.

WHEREAS, it is recognized that in certain situations the use of law enforcement officers to perform police duties outside the territorial limits of the jurisdiction where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

WHEREAS, Section 70.220, RSMo., authorizes cooperative action between municipalities and political subdivisions, or with an elective or appointed official thereof, for a common service.

WHEREAS, Section 70.815, RSMo., authorizes the governing body of any political subdivision, by ordinance, order or other ruling, to enter into a contract or agreement with any other political subdivision, for the provision of police services by one political subdivision to another on request. The scope of the agreement may be general or specific, and may or may not provide for compensation for such services. Officers providing police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision, and shall have the same immunity as if acting within their own jurisdiction.

WHEREAS, Section 70.820, RSMo., authorizes law enforcement officers and full-time peace officers to respond to emergency situations outside the boundaries of the political subdivision from which such peace officer's authority is derived. Section 70.820 further requires that an ordinance, order or other ruling by the governing body of the political subdivision from which the officer derives such officers' authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring be created authorizing such activity in emergency situations. This mutual aid agreement contemplates that such an ordinance, order or other ruling exists for both parties to this agreement.

WHEREAS, the Taney County Sheriff and the City of Branson, Missouri Police Department desire to enter into a cooperative agreement for the purpose of providing emergency responses and mutual aid within the jurisdictional boundaries of the other Party, and with respect to the City, outside the jurisdictional boundaries of the City of Branson, Missouri within Taney County, Missouri and specifically upon property owned by the Branson R-IV School District.

WHEREAS, the City of Branson, Missouri authorizes its Police Chief to permit properly certified law enforcement officers in this department to respond in emergency situations, or upon request for mutual aid, or a request for police services within Taney County, consistent with the direction of the Chief of Police of Branson, Missouri.

WHEREAS, the Taney County Sheriff, the Taney County Commission and the City of Branson, Missouri have each determined that it is in the public interest of both entities to enter into this Intergovernmental Agreement, as authorized by Statute Section 70.220, RSMo., and 70.820, RSMo.

NOW, THEREFORE, it is hereby resolved and ordered, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. DEFINITION OF TERMS:

These terms shall have this following meanings when used in this agreement:

A. "Emergency Situation" as defined in Section 70.820: "any situation in which the law enforcement officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental interest and such officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation." The determination of the existence of any emergency situation shall be in the discretion of the officer making the response or in the discretion of the Taney County Sheriff or an authorized designee.

B. "Disaster" means a fire, earthquake, flood, tornado, hazardous material incident or other natural or man-made emergency.

C. "Governing Body" means the board, body, council, or persons in which the powers of a political subdivision as a body corporate, or otherwise, are vested.

D. "Peace Officer" means any police officer, sheriff, deputy sheriff, marshal or public safety officer.

E. "Law Enforcement Personnel" means any public servant having both the power and duty to make arrests for violations of the laws of this state, and federal law enforcement officers authorized to carry firearms and to make arrests for violations of the laws of the United States.

F. "Political Subdivision" means any agency or unit of this state empowered by law to maintain a law enforcement agency.

G. "Chief Law Enforcement Officer" means the Sheriff of a county or the Chief of Police of a municipality or other political subdivision, or the head of a federal agency's local field office.

H. "Providing Agency" is a signatory hereto who is called upon to provide mutual aid.

I. "Requesting Agency" is a signatory hereto who is requesting another member to provide mutual aid.

2. TERMS.

A. The parties undersigned do hereby authorize and direct the Chief Law Enforcement Officer, or the officer commending in his absence, or at his direction, to render and request mutual aid or police services to and from the jurisdiction to the extent of available personnel and equipment not required for adequate protection of the Providing Agency jurisdiction rendering aid. The judgment of the Chief Law Enforcement Officer; or designee, of each party rendering aid, as to the amount of personnel and equipment available shall be final.

B. Law Enforcement Personnel who shall be commanded by their superior authority to maintain the peace, perform mutual aid duties or provide police services outside the territorial limits of their jurisdiction shall be under the direction and authority of one (1) person designated by the Providing Agency. Such personnel shall in turn coordinate all activities with the Chief Law Enforcement Officer, or designee, of the county, municipality or other political subdivision to which they are called to render aid.

C. Peace Officers rendering aid pursuant to this agreement shall have the same powers and authority as peace officers of the requesting jurisdiction, and shall have the same immunity as if acting within their own jurisdiction.

D. Except in cases of an emergency situation or a disaster, the Requesting Agency's Chief Law Enforcement Officer, or designee, should transmit such request for personnel services in writing to the Providing Agency's Chief Law Enforcement Officer at least fifteen (15) days prior to the expected service date and in no case less than five (5) days prior.

E. In the case of a disaster or emergency situation which prevents the prior written request for services by the Requesting Agency, the request may be made orally and recorded by the Providing Agency. The Chief Law Enforcement Officer, or designee, of the Providing Agency shall furnish a written statement of the services rendered to the Requesting Agency, upon request, no less than five (5) days after the termination of the need for such personnel or services by the requesting party.

F. Each party shall be responsible for all claims, damages and losses sustained by its own law enforcement personnel. This agreement shall not be so construed as to create any relationship between the Law Enforcement Personnel of one party and the other party. Each party hereto agrees to procure insurance coverage in an amount reasonable sufficient to satisfy the liability for damages reasonable foreseeable from the activities herein contemplated, or shall be self-insured.

G. A party shall not be liable to the other party for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.

H. This agreement shall not be construed as an agreement for the benefit of any third party.

I. The parties agree that all individual personnel performing duties under this agreement will be provided all regular benefits of employment by their employing agency.

J. This Agreement shall become effective upon the Parties executing this Agreement, enacting necessary ordinances or orders to implement said Agreement, and establishing therein the effective date of this Agreement. This Agreement shall last for a period beginning January 1, 2021 and shall extend through December 31, 2024, provided, however, any party hereto may terminate this Agreement upon six (6) months written notice.

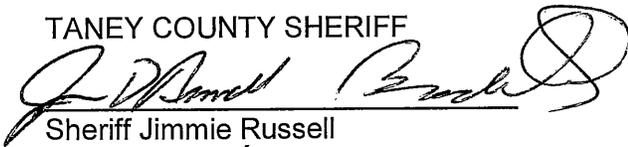
K. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, written or verbal, and may only be amended or modified by a writing executed with the same formality of this Agreement.

L. This Agreement shall be binding upon the parties and their successors in office or position. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

M. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be one and the same document. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature or an original document. At the request of any party, any facsimile or telecopied document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or a telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or other document executed in compliance with this section.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the party's duly authorized representatives as set forth below:

TANEY COUNTY SHERIFF



Sheriff Jimmie Russell

Date: 11/10/2020

CITY OF BRANSON, MISSOURI

By: _____

Date: _____

TANEY COUNTY COMMISSION


Presiding Commissioner Mike Scofield

APPROVED AS TO FORM:

 # 51021 11/10/20
City Attorney


Western Commissioner Brandon Williams


Eastern Commissioner Sheila Wyatt

Date: 11-09-2020

ATTEST:

Donna Neely
County Clerk

ATTEST:

City Clerk



STAFF REPORT

ITEM/SUBJECT: APPOINTMENTS.

INITIATED BY: OFFICE OF THE MAYOR

DATE: DECEMBER 8, 2020

EXECUTIVE SUMMARY:

- These appointments are in accordance with the Board and Committee Appointments Procedure.

CATEGORY 5

(Appointments requested by another agency)

- The following committee members have been requested by the 76 Entertainment CID to be appointed to their CID Board. The names will be voted on by the Board of Aldermen.

76 Entertainment CID:

- Steve Presley - Appointment to the 76 Entertainment CID Board replacing Jamie Whiteis with a term expiring March 2024
- Gail Myer - Re-appointment to the 76 Entertainment CID Board with a term expiring March 2024
- Jamie Whiteis - Appointment to the 76 Entertainment CID Board as a City of Branson Representative to fill the unexpired term of Joel Hornickel until March 2022

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 Strategy 1.1 – Area Partnerships

ATTACHED EXHIBITS:

PREPARED 11/06/2020 9:57:17
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11062020 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/20/2020
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 2020/11
Payment date 11/06/2020

SLM
11/6/20

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
0003850	00	ABI COATING SYSTEMS						
2421		006818	01	11/03/2020	263-3041-520.20-50	ST2 BLOCK COAT,ROOF CAULK	1,750.00	
						VENDOR TOTAL *	1,750.00	
0006420	00	ADAMS, SHANE						
10262020		006819	01	11/03/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0006001	00	AFFINITY CHEMICAL, LLC						
2567062		PI3975 034590	01	10/27/2020	620-4420-570.40-15	ALUMINUM SULFATE SOLUTION	3,705.60	
						VENDOR TOTAL *	3,705.60	
0006039	00	BEN E. KEITH FOODS, INC						
64932360		PI3960 034545	01	10/30/2020	230-1582-540.40-60	PARKS CONCESSION FOOD	244.16	
						VENDOR TOTAL *	244.16	
0006154	00	BLISS, ELIJAH						
10312020		006829	01	11/03/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
0006401	00	BORGER, HAILEY						
10312020		006833	01	11/03/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0005642	00	BRAND, MICHAEL D						
10262020		006823	01	11/03/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
10292020		006825	01	11/03/2020	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
10312020		006828	01	11/03/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	90.00	
						VENDOR TOTAL *	215.00	
0006151	00	CEDARCHEM, LLC						
92995259		PI3977 034593	01	10/15/2020	620-4320-570.40-15	HYPER+ION 1090 BULK	4,970.00	
92995260		PI3978 034593	01	10/15/2020	620-4320-570.40-15	HYPER+ION 1090 BULK	5,467.00	
						VENDOR TOTAL *	10,437.00	
0004262	00	COCHRAN HEAD VICK & CO., P.C.						
1048606		006813	01	11/03/2020	101-0710-510.20-15	2019 AUDIT FINAL BILLING	19,700.00	
						VENDOR TOTAL *	19,700.00	
0004055	00	COLUMBIA CAPITAL MANAGEMENT LLC						
20751006		006814	01	11/03/2020	101-1095-510.20-99	JUL 2020 BILLABLE HOURS	563.75	
20751005		006815	01	11/03/2020	101-1095-510.20-99	APR 2020 BILLABLE HOURS	922.50	
						VENDOR TOTAL *	1,486.25	
0006173	00	DAHLKE, JERRY						
10262020		006822	01	11/03/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0005314	00	DONOHUE & ASSOCIATES, INC.						

PREPARED 11/06/2020, 9:57:17
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 11/20/2020 PAYMENT DATE: 11/06/2020

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
0006074	00	MIDWEST PUBLIC RISK (DEDUCTIBLE)						
15 AL0603	01	006817	01	11/03/2020	101-1095-510.20-80	REMAINING CLAIM DEDUCTBLE	38.00	
						VENDOR TOTAL *	38.00	
0006382	00	MILLER, RALPH						
10312020		006832	01	11/03/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	48.00	
						VENDOR TOTAL *	48.00	
0005667	00	MISSOURI-AMERICAN WATER CO						
4000200008		PI3957 034769	01	09/14/2020	620-4410-570.20-99	SHUT OFFS/RECONNECTS	1,425.00	
						VENDOR TOTAL *	1,425.00	
0006316	00	PEPSICO, INC						
31417568		PI3961 034550	01	10/14/2020	230-1582-540.40-60	CONCESSION DRINKS	376.50	
28930606		PI3962 034550	01	10/30/2020	230-1582-540.40-60	CONCESSION DRINKS	567.00	
						VENDOR TOTAL *	943.50	
0005682	00	SMG						
102820-COB-BL		006816	01	11/03/2020	101-0600-510.40-09	ORIENTATION LUNCH	15.00	
						VENDOR TOTAL *	15.00	
0006115	00	SUPERION, LLC						
291997		007398	01	11/06/2020	101-1095-510.20-57	CLICK2GOV UPDATE/MAINT	3,250.00	
						VENDOR TOTAL *	3,250.00	
0006377	00	WIETERS, CAROLINE						
10312020		006831	01	11/03/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	24.00	
						VENDOR TOTAL *	24.00	
						TOTAL EXPENDITURES ****	61,892.17	
						GRAND TOTAL *****		61,892.17

PREPARED 11/06/2020 9:59:17
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11062020 BRNSNDB
PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/20/2020
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 2020/11
Payment date 11/06/2020

*SUM
11/6/20*

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
8888888	00	BARTH, JERRY						
000055373	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	19.36	
						VENDOR TOTAL *	19.36	
8888888	00	BLANSIT, JACK & NANCY						
000039359	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	99.50	
						VENDOR TOTAL *	99.50	
8888888	00	BRAMSCH, SUSAN REVOCABLE TRUST						
000045425	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	78.62	
						VENDOR TOTAL *	78.62	
8888888	00	BROOKWOOD INN						
000054709	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	668.02	
						VENDOR TOTAL *	668.02	
8888888	00	BROY, RICHARD & LAURIE S.						
000033025	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	15.45	
						VENDOR TOTAL *	15.45	
8888888	00	CEDAR ROCK FARMS LLC						
000054435	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	CLARKSTON, W. H.						
000001129	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	6.92	
						VENDOR TOTAL *	6.92	
8888888	00	CLAYTON, ROBERT						
000054449	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	CURRENT, SCOTT E						
000043421	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	32.66	
						VENDOR TOTAL *	32.66	
8888888	00	DALTON, CATHY						
000055945	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	DOWDELL, RICHARD C.						
000022805	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	31.92	
						VENDOR TOTAL *	31.92	
8888888	00	GROVES, JULIA						
000027369	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	6.24	
						VENDOR TOTAL *	6.24	
8888888	00	HAMILTON, SCOTT W.						

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	HAMILTON, SCOTT W.						
000021319	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	6.24	
						VENDOR TOTAL *	6.24	
8888888	00	HARLEY, DAVID						
000053737	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	42.03	
						VENDOR TOTAL *	42.03	
8888888	00	JOHNSTON, EMMA & ROBERT						
000015855	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	163.45	
						VENDOR TOTAL *	163.45	
8888888	00	JONES, TABITHA						
000052825	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	31.34	
						VENDOR TOTAL *	31.34	
8888888	00	JW FRANKLIN CO						
000037639	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	1,908.33	
						VENDOR TOTAL *	1,908.33	
8888888	00	KELLY, JAMES						
000052105	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	3.88	
						VENDOR TOTAL *	3.88	
8888888	00	KINNAIRD HOME IMPROVEMENT						
000053485	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	27.26	
						VENDOR TOTAL *	27.26	
8888888	00	KOM YOGA LLC						
000041711	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	370.53	
						VENDOR TOTAL *	370.53	
8888888	00	LAMBERT, ARTHUR						
000051825	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	35.04	
						VENDOR TOTAL *	35.04	
8888888	00	LEGENDS IN CONCERT						
000013623	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	MARTIN, CHRISTOPHER						
000054161	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	19.36	
						VENDOR TOTAL *	19.36	
8888888	00	MATZKE, LAURA						
000043553	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	25.10	
						VENDOR TOTAL *	25.10	
8888888	00	MEADOWS, BROCK						

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	MEADOWS, BROCK						
000026689	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	7.97	
						VENDOR TOTAL *	7.97	
8888888	00	MILLER, DEANA K						
000043955	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	15.93	
						VENDOR TOTAL *	15.93	
8888888	00	MILLS, JO						
000051885	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	MITCHELL, PAMELA S						
000040455	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	17.18	
						VENDOR TOTAL *	17.18	
8888888	00	MOON RIVER ENTERPRISES INC						
000055747	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	1,426.57	
						VENDOR TOTAL *	1,426.57	
8888888	00	MUNCY, DEANNA						
000054423	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	9.84	
						VENDOR TOTAL *	9.84	
8888888	00	NEIFERT, GLEN P.						
000021089	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	17.18	
						VENDOR TOTAL *	17.18	
8888888	00	PIERCE, RONALD						
000053873	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	4.60	
						VENDOR TOTAL *	4.60	
8888888	00	RANDLEMAN, ROBERT E						
000045869	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	30.42	
						VENDOR TOTAL *	30.42	
8888888	00	RIEBOW, BRIAN						
000051739	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	ROARK MANAGEMENT COMPANY, LLC						
000048961	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	909.21	
000048961	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	1,681.92	
000048961	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	909.21	
						VENDOR TOTAL *	3,500.34	
8888888	00	SCHLICHT, SARAH						
000048969	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	31.92	
						VENDOR TOTAL *	31.92	
8888888	00	SHELBY, ALICE F.						

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	SHELBY, ALICE F.						
000041949	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	44.33	
						VENDOR TOTAL *	44.33	
8888888	00	SHUMATE, PAULA						
000053459	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	53.42	
						VENDOR TOTAL *	53.42	
8888888	00	SMITH, ANITA						
000054877	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	SMITH, DONALD L. & BETTY LOU						
000020025	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	6.92	
						VENDOR TOTAL *	6.92	
8888888	00	SUMMERWINDS RESORT SERVICES						
000031275	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	3,216.83	
						VENDOR TOTAL *	3,216.83	
8888888	00	SUMNER, JULITA						
000053735	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	TRUDE JR., LARRY						
000054359	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	46.40	
						VENDOR TOTAL *	46.40	
8888888	00	TURPEN, GREG & SANDRA						
000006095	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	31.66	
						VENDOR TOTAL *	31.66	
8888888	00	VINCENT, DAWN						
000049095	UT		01	10/29/2020	620-0000-202.11-05	FINAL BILL REFUND	42.18	
						VENDOR TOTAL *	42.18	
						TOTAL EXPENDITURES ****	12,379.36	
						GRAND TOTAL *****		12,379.36

PREPARED 11/13/2020 9:32:53
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11132020 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/27/2020
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 2020/11
Payment date 11/13/2020

SM
11/13/20

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
0001011	00	AFLAC						
266905	007437		01	11/10/2020	501-0000-201.10-30	NOV 2020 PREMIUMS	662.70	
						VENDOR TOTAL *	662.70	
0006258	00	AMERICAN FIDELITY - FLEX						
20201110	PR1110		01	11/10/2020	501-0000-201.10-31	PAYROLL SUMMARY	3,102.01	
						VENDOR TOTAL *	3,102.01	
0005972	00	ARC PHYSICAL THERAPY+						
1103201054	PI4057 034541		01	11/03/2020	101-0600-510.20-25	WORK STEPS THERAPY	400.00	
						VENDOR TOTAL *	400.00	
0006380	00	BALLPARKS OF AMERICA, LLC						
1055	PI4032 034916		01	11/01/2020	101-1095-510.20-99	NOV 2020 STORAGE FEE	700.00	
						VENDOR TOTAL *	700.00	
0006154	00	BLISS, ELIJAH						
11072020	007439		01	11/10/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	108.00	
						VENDOR TOTAL *	108.00	
0006401	00	BORGER, HAILEY						
11072020	007443		01	11/10/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	72.00	
						VENDOR TOTAL *	72.00	
0005642	00	BRAND, MICHAEL D						
11022020	007447		01	11/10/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
11052020	007447		01	11/10/2020	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	15.00	
11072020	007438		01	11/10/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	72.00	
						VENDOR TOTAL *	137.00	
0000042	00	BRANSON CHAMBER OF COMMERCE						
10282020	PI4049 034754		01	10/28/2020	240-1620-510.20-32	OCT 2020 PARTIAL BILLING	2,774.90	
						VENDOR TOTAL *	2,774.90	
0006134	00	BULLOCK, LUCAS						
11022020	007447		01	11/10/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0006234	00	CAPITOL SOLUTIONS CONSULTING						
11042020	PI4075 034731		01	11/04/2020	101-1095-510.20-99	OCT 2020 GOV CNSLTING FEE	2,083.33	
						VENDOR TOTAL *	2,083.33	
0006151	00	CEDARCHEM, LLC						
92995259	PI3977		01	11/06/2020	620-4320-570.40-15	HYPER+ION 1090 BULK	CHECK #: 141974	4,970.00-
92995260	PI3978		01	11/06/2020	620-4320-570.40-15	HYPER+ION 1090 BULK	CHECK #: 141974	5,467.00-
						VENDOR TOTAL *	.00	10,437.00-
0005617	00	CHEMTRADE CHEMICALS CORPORATION						
92995259	PI3977		01	11/12/2020	620-4320-570.40-15	HYPER+ION 1090 BULK	4,970.00	

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
0005617	00	CHEMTRADE CHEMICALS CORPORATION						
92995260	PI3978		01	11/12/2020	620-4320-570.40-15	HYPER+ION 1090 BULK	5,467.00	
						VENDOR TOTAL *	10,437.00	
0006379	00	CIMCO INDUSTRIES LLC						
3	PI4051	035024	01	10/09/2020	601-0750-510.90-11	WS2005-CLEARWELL INT COAT	55,000.00	
						VENDOR TOTAL *	55,000.00	
0000470	00	CITY OF BRANSON						
8013	007434		01	11/10/2020	175-1095-510.20-99	CID PROP ADD PETITION SRV	22,179.76	
						VENDOR TOTAL *	22,179.76	
0006390	00	DONALD A. HOROWITZ,						
20201110	PR1110		01	11/10/2020	501-0000-201.10-19	PAYROLL SUMMARY	87.32	
						VENDOR TOTAL *	87.32	
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY						
11022020	PI4016	034701	01	11/02/2020	101-4142-530.20-01	ELECTRIC BILLING 11/2/20	24,375.49	
10292020	PI4046	034701	01	10/29/2020	101-4142-530.20-01	ELECTRIC BILLING 10/29/20	84.98	
11022020	PI4017	034701	01	11/02/2020	105-4121-530.20-06	ELECTRIC BILLING 11/2/20	34,579.80	
10292020	PI4047	034701	01	10/29/2020	105-4121-530.20-06	ELECTRIC BILLING 10/29/20	230.89	
11022020	PI4018	034701	01	11/02/2020	175-1095-510.40-01	ELECTRIC BILLING 11/2/20	24.48	
11022020	PI4019	034701	01	11/02/2020	230-1510-540.20-01	ELECTRIC BILLING 11/2/20	10,351.50	
11022020	PI4020	034701	01	11/02/2020	230-1520-540.20-01	ELECTRIC BILLING 11/2/20	1,054.58	
11022020	PI4021	034701	01	11/02/2020	230-1579-540.20-01	ELECTRIC BILLING 11/2/20	1,390.04	
11022020	PI4022	034701	01	11/02/2020	230-1580-540.20-01	ELECTRIC BILLING 11/2/20	6,638.12	
11022020	PI4023	034701	01	11/02/2020	263-3041-520.20-01	ELECTRIC BILLING 11/2/20	1,915.92	
11022020	PI4024	034701	01	11/02/2020	620-4310-570.20-01	ELECTRIC BILLING 11/2/20	91.66	
11052020	PI4029	034701	01	11/05/2020	620-4310-570.20-01	ELECTRIC BILLING 11/5/20	178.87	
11022020	PI4025	034701	01	11/02/2020	620-4320-570.20-01	ELECTRIC BILLING 11/2/20	35,797.56	
11052020	PI4030	034701	01	11/05/2020	620-4410-570.20-01	ELECTRIC BILLING 11/5/20	178.88	
11022020	PI4026	034701	01	11/02/2020	620-4415-570.20-01	ELECTRIC BILLING 11/2/20	9,825.01	
10292020	PI4048	034701	01	10/29/2020	620-4415-570.20-01	ELECTRIC BILLING 10/29/20	38.69	
11022020	PI4027	034701	01	11/02/2020	620-4420-570.20-01	ELECTRIC BILLING 11/2/20	40,599.84	
11022020	PI4028	034701	01	11/02/2020	620-4500-570.20-01	ELECTRIC BILLING 11/2/20	68.58	
						VENDOR TOTAL *	167,424.89	
0006172	00	ENTERPRISE FM TRUST						
FBN4076381	PI4066	034627	01	11/04/2020	601-1095-510.70-10	NOV 2020 LEASE CHARGES	8,859.26	
FBN4076381	PI4067	034627	01	11/04/2020	602-2000-510.70-10	NOV 2020 LEASE CHARGES	9,629.90	
FBN4076381	PI4068	034627	01	11/04/2020	602-3000-510.70-10	NOV 2020 LEASE CHARGES	911.70	
FBN4076381	PI4069	034627	01	11/04/2020	603-1095-510.70-10	NOV 2020 LEASE CHARGES	1,542.53	
FBN4076381	PI4070	034627	01	11/04/2020	604-1095-510.70-10	NOV 2020 LEASE CHARGES	4,225.19	
FBN4076381	PI4071	034627	01	11/04/2020	605-1095-510.70-10	NOV 2020 LEASE CHARGES	1,063.82	
						VENDOR TOTAL *	26,232.40	
0001655	00	FAMILY SUPPORT PAYMENT CENTER						
20201110	PR1110		01	11/10/2020	501-0000-201.10-19	PAYROLL SUMMARY	1,352.93	
						VENDOR TOTAL *	1,352.93	
0000577	00	FIREMAN'S FUND						

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
0000577	00	FIREMAN'S FUND						
20201110		PR1110	01	11/10/2020	501-0000-201.10-18	PAYROLL SUMMARY	104.71	
						VENDOR TOTAL *	104.71	
0006394	00	FREED, EZECKUAL A.						
11072020		007442	01	11/10/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0006302	00	GOODWIN, MAISIE						
11072020		007440	01	11/10/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0005167	00	HARRIS, REGINALD M.						
11022020		007447	01	11/10/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0004739	00	HDR ENGINEERING, INC.						
1200300589		PI4050 034915	01	10/09/2020	145-5010-510.90-11	WS2007-CMP WWTP WALL DSGN	30,256.34	
						VENDOR TOTAL *	30,256.34	
0006426	00	LOFTON, BRANDON						
11022020		007447	01	11/10/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	125.00	
						VENDOR TOTAL *	125.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
11042020		PI4015 034647	01	11/04/2020	101-1012-510.20-11	JUDGE SERVICES 11/4/20	1,200.00	
						VENDOR TOTAL *	1,200.00	
0006367	00	OFFICE OF CHILD SUPPORT ENFORCEMENT						
20201110		PR1110	01	11/10/2020	501-0000-201.10-19	PAYROLL SUMMARY	252.00	
						VENDOR TOTAL *	252.00	
0006375	00	POWERS, CLINTON						
11022020		007447	01	11/10/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0006115	00	SUPERION, LLC						
294367		007435	01	11/10/2020	620-4500-570.20-94	SEP 2020 CLICK2GOV TRANS	124.69	
						VENDOR TOTAL *	124.69	
0000384	00	TABLE ROCK ASPHALT CONST.						
280269		PI4014 034569	01	11/03/2020	105-4121-530.40-20	1/2" HOT MIX	231.42	
280021		PI4044 034569	01	10/23/2020	105-4121-530.40-20	ICE CNTRL-3/8 STATE CHIPS	262.19	
						VENDOR TOTAL *	493.61	
0000399	00	TANEY CO HEALTH DEPT						
2000918		PI4031 034704	01	11/04/2020	101-1095-510.20-99	NOV 2020 ENV SRV AGREEMNT	15,000.00	
						VENDOR TOTAL *	15,000.00	
0000403	00	TANEY CO TREASURER						

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
0000403	00	TANEY CO TREASURER						
10192020		PI4045 034634	01	10/19/2020	262-2022-520.20-99	SEP 2020 ANIMAL CONTROL	2,966.64	
11062020		PI4074 034634	01	11/06/2020	262-2022-520.20-99	OCT 2020 ANIMAL CONTROL	3,080.92	
VENDOR TOTAL *							6,047.56	
0006294	00	TANEY COUNTY 911						
04232019		007436	01	11/10/2020	262-2022-520.40-10	911 EQUIPMENT-1/2 PMT	52,607.48	
VENDOR TOTAL *							52,607.48	
0005278	00	TOMO DRUG TESTING						
INV54291		PI4042 034544	01	10/31/2020	101-0600-510.20-25	RANDOM DRUG/ALCHL TESTING	140.00	
INV54412		PI4043 034544	01	10/31/2020	101-0600-510.20-25	RANDOM DRUG/ALCHL TESTING	325.00	
VENDOR TOTAL *							465.00	
0000461	00	TRI-LAKES MOTORS						
174805		PI4007	01	10/16/2020	101-0000-130.60-04	HEADLAMP ASSY	774.80	
175102		PI4008	01	10/28/2020	101-0000-130.60-04	BATTERY	150.00	
419195		PI4052 035086	01	10/19/2020	105-4110-530.20-54	UNIT 417 INSPECTION/SRVC	58.90	
419204		PI4053 035086	01	10/19/2020	105-4110-530.20-54	UNIT 370 INSPECTION/SRVC	50.90	
419294		PI4054 035086	01	10/20/2020	105-4110-530.20-54	UNIT 393 INSPECTION/SRVC	116.11	
419355		PI4055 035086	01	10/21/2020	105-4110-530.20-54	UNIT 385 INSPECTION/SRVC	47.95	
418943		PI4056 035087	01	10/19/2020	105-4110-530.20-54	UNIT 338 INSPC.REAR RPRS	1,320.13	
VENDOR TOTAL *							2,518.79	
0005155	00	UNITED WAY OF THE OZARKS						
20201110		PR1110	01	11/10/2020	501-0000-201.10-30	PAYROLL SUMMARY	37.10	
VENDOR TOTAL *							37.10	
0002637	00	US POSTAL SERVICE						
11102020		007448	01	11/10/2020	101-0000-130.60-03	OCT 2020 POSTAGE USAGE	4,572.55	
VENDOR TOTAL *							4,572.55	
0006393	00	WILSON, JEFFERY LEE						
11072020		007441	01	11/10/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	72.00	
VENDOR TOTAL *							72.00	
HAND ISSUED TOTAL ***								10,437.00-
TOTAL EXPENDITURES ****							407,051.07	10,437.00-
GRAND TOTAL *****								396,614.07

PREPARED 11/19/2020 10:36:11
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11192020 BRNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 12/03/2020
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 2020/11
Payment date 11/19/2020

SEM
11/19/20

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
9999999	00	ACE PIPE CLEANING						
MR Refund	MR			01 11/13/2020	620-0000-220.30-01	ACE PIPE CLEANING	242.68	
						VENDOR TOTAL *	242.68	
0006001	00	AFFINITY CHEMICAL, LLC						
2567120	PI4122	034590		01 10/28/2020	620-4420-570.40-15	ALUMINUM SULFATE SOLUTION	3,632.00	
						VENDOR TOTAL *	3,632.00	
0002456	00	AMERICAN TEST CENTER, INC						
2202342	007457			01 11/17/2020	263-3011-520.20-54	ANNUAL LADDER TESTING	2,288.50	
						VENDOR TOTAL *	2,288.50	
9999999	00	BAYMONT INN & SUITES						
19-04400089	BONBP			01 11/17/2020	533-0000-220.40-02	TREE DEPOSIT - NO PERMIT	300.00	
						VENDOR TOTAL *	300.00	
0005727	00	BOKF, N.A.						
5119603	007451			01 11/17/2020	160-0750-510.80-03	2011A BOND TRUSTEE FEE	1,250.00	
						VENDOR TOTAL *	1,250.00	
0005642	00	BRAND, MICHAEL D						
11092020	007478			01 11/17/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
						VENDOR TOTAL *	50.00	
0002402	00	BRENNTAG MID-SOUTH						
BMS718165	PI4128	034592		01 12/03/2020	620-4320-570.40-15	LIQUID CHLORINE	702.00	
BMS723003	PI4129	034592		01 12/10/2020	620-4320-570.40-15	CHLORINE	525.00	
BMS723004	PI4130	034592		01 12/10/2020	620-4320-570.40-15	CHLORINE/HYDORGN PEROXIDE	815.00	
						VENDOR TOTAL *	2,042.00	
0004952	00	CENTURY LINK						
170575174	PI4132	034663		01 11/08/2020	101-1095-510.20-09	LONG DIST 10/8-11/7/20	371.36	
						VENDOR TOTAL *	371.36	
0006173	00	DAHLKE, JERRY						
11092020	007476			01 11/17/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0005746	00	ELITE EQUIPMENT SOLUTIONS LLC						
15049	007473			01 11/17/2020	101-4111-530.20-59	WASTE OIL HEATER REPAIRS	589.49	
						VENDOR TOTAL *	589.49	
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY						
11062020	PI4135	034701		01 11/06/2020	101-4142-530.20-01	ELECTRIC BILLING 11/6/20	22.82	
11092020	PI4136	034701		01 11/09/2020	620-4500-570.20-01	ELECTRIC BILLING 11/9/20	316.37	
						VENDOR TOTAL *	339.19	
0005846	00	ESSARY, KYLEIAN CHARLES						
11092020	007474			01 11/17/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	

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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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0005846	00	ESSARY, KYLEIAN CHARLES						
						VENDOR TOTAL *	100.00	
0005167	00	HARRIS, REGINALD M.						
11092020	007475		01	11/17/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
11142020	007480		01	11/17/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	108.00	
						VENDOR TOTAL *	208.00	
0003954	00	HCW PRIVATE DEVELOPMENT LLC.						
1120-FNTRMB	PI4133	034685	01	11/01/2020	101-1095-510.20-50	NOV 2020 FOUNTAIN CONTRIB	28,638.50	
1120-FNTRMB-A	PI4134	034685	01	11/01/2020	101-1095-510.20-50	NOV 2020 MAINT CONTRIBTN	11,281.83	
						VENDOR TOTAL *	39,920.33	
8888888	00	HENSON, TRACI						
000054139	UT		01	11/12/2020	620-0000-202.11-05	FINAL BILL REFUND	9.07	
						VENDOR TOTAL *	9.07	
0000212	00	KIMBERLING CITY TIRE CO						
1-GS56917	PI4086		01	11/10/2020	101-0000-130.60-04	TIRE INVENTORY	1,783.44	
						VENDOR TOTAL *	1,783.44	
0006192	00	KUTAK ROCK, LLP						
2779523	PI4089	034765	01	10/19/2020	101-0510-510.20-17	CC1902-TASK9 LLC	4,671.00	
2792510	PI4099	034660	01	11/11/2020	101-0510-510.20-17	CC1701-GENERAL LEGAL SRVC	321.50	
						VENDOR TOTAL *	4,992.50	
0005678	00	LAUBER MUNICIPAL LAW, LLC						
6879	PI4098	035067	01	10/31/2020	101-0510-510.20-17	CC1804-ECON DEVELOPMENT	49.00	
						VENDOR TOTAL *	49.00	
0006426	00	LOFTON, BRANDON						
11092020	007477		01	11/17/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	125.00	
						VENDOR TOTAL *	125.00	
0005459	00	LORENZ, MANDY LAUREN						
11122020	007479		01	11/17/2020	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
						VENDOR TOTAL *	75.00	
0006423	00	MANN, CLOEY						
11142020	007486		01	11/17/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	19.30	
						VENDOR TOTAL *	19.30	
0000514	00	MO DEPT OF REVENUE SALES TAX						
11132020	007455		01	11/17/2020	620-0000-206.10-00	OCT 2020 SALES TAX	17,691.46	
11132020A	007456		01	11/17/2020	620-0000-480.50-01	OCT 2020 SALES TAX	355.65-	
						VENDOR TOTAL *	17,335.81	
0000740	00	MO DIV OF EMPLOYMENT SECURITY						
09302020I	007467		01	11/17/2020	101-4111-530.10-24	3RD QTR 2020 UNEMPLOYMENT	189.50	

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0000740	00	MO DIV OF EMPLOYMENT SECURITY						
09302020H	007466		01	11/17/2020	105-4110-530.10-24	3RD QTR 2020 UNEMPLOYMENT	928.00	
09302020	007458		01	11/17/2020	105-4121-530.10-24	3RD QTR 2020 UNEMPLOYMENT	400.00	
09302020B	007460		01	11/17/2020	230-1530-540.10-24	3RD QTR 2020 UNEMPLOYMENT	244.11	
09302020C	007461		01	11/17/2020	230-1560-540.10-24	3RD QTR 2020 UNEMPLOYMENT	21.59	
09302020D	007462		01	11/17/2020	230-1580-540.10-24	3RD QTR 2020 UNEMPLOYMENT	155.77	
09302020K	007469		01	11/17/2020	230-1581-540.10-24	3RD QTR 2020 UNEMPLOYMENT	159.44	
09302020E	007463		01	11/17/2020	230-1582-540.10-24	3RD QTR 2020 UNEMPLOYMENT	32.39	
09302020F	007464		01	11/17/2020	230-1589-540.10-24	3RD QTR 2020 UNEMPLOYMENT	10.80	
09302020A	007459		01	11/17/2020	262-2010-520.10-24	3RD QTR 2020 UNEMPLOYMENT	800.00	
09302020G	007465		01	11/17/2020	262-2022-520.10-24	3RD QTR 2020 UNEMPLOYMENT	33.90	
09302020M	007471		01	11/17/2020	263-3011-520.10-24	3RD QTR 2020 UNEMPLOYMENT	81.36-	
09302020L	007470		01	11/17/2020	620-4415-570.10-24	3RD QTR 2020 UNEMPLOYMENT	521.29	
09302020J	007468		01	11/17/2020	620-4420-570.10-24	3RD QTR 2020 UNEMPLOYMENT	1,120.00	
VENDOR TOTAL *							4,535.43	
0000688	00	MO DNR						
11012020	PI4131	034597	01	11/01/2020	620-4310-570.20-18	CERT12436-A MOUTRAY-DSIII	45.00	
VENDOR TOTAL *							45.00	
9999999	00	MTS CONTRACTING INC						
MR Refund	MR		01	11/13/2020	620-0000-220.30-01	MTS CONTRACTING INC	30.00	
MR Refund	MR		01	11/13/2020	620-0000-220.30-01	MTS CONTRACTING INC	30.00	
MR Refund	MR		01	11/13/2020	620-0000-220.30-01	MTS CONTRACTING INC	30.00	
MR Refund	MR		01	11/13/2020	620-0000-220.30-01	MTS CONTRACTING INC	1.53	
VENDOR TOTAL *							91.53	
0004157	00	PAUL W. KING, LLC						
8783	PI4097	034659	01	10/31/2020	101-0510-510.20-17	CC1001 - LEGAL FEES	127.20	
VENDOR TOTAL *							127.20	
0006316	00	PEPSICO, INC						
27282809	PI4126	034550	01	11/06/2020	230-1582-540.40-60	CONCESSION DRINKS	207.00	
VENDOR TOTAL *							207.00	
0000320	00	PIPPIN WHOLESALE CO						
R842442	PI4127	034552	01	11/16/2020	230-1582-540.40-60	CONCESSION FOOD	127.95	
VENDOR TOTAL *							127.95	
9999999	00	PROGRESSIVE SOLUTIONS						
MR Refund	MR		01	11/13/2020	620-0000-220.30-01	PROGRESSIVE SOLUTIONS	60.00	
MR Refund	MR		01	11/13/2020	620-0000-220.30-01	PROGRESSIVE SOLUTIONS	144.95	
VENDOR TOTAL *							204.95	
0004860	00	QUADIENT LEASING USA, INC.						
N8571028	PI4137	034725	01	11/04/2020	101-1095-510.20-61	LEASE 9/6/20 - 12/5/20	549.33	
VENDOR TOTAL *							549.33	
8888888	00	RAMAKER, DANIEL & KAREN						

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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	RAMAKER, DANIEL & KAREN						
000029755		UT	01	11/12/2020	620-0000-202.11-05	FINAL BILL REFUND	.10	
						VENDOR TOTAL *	.10	
0006287	00	SANDERS, BUCK LAYTON						
11142020		007481	01	11/17/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	45.00	
						VENDOR TOTAL *	45.00	
0006308	00	SMITH, ISRAEL						
11142020		007482	01	11/17/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	72.00	
						VENDOR TOTAL *	72.00	
0006089	00	SPECIALTY AIR CONDITIONING SERVICES						
1436		PI4092 034568	01	11/09/2020	101-4142-530.20-50	VW2001-HVAC MNT/RPR 2020	423.03	
1489		PI4093 034568	01	11/09/2020	101-4142-530.20-50	VW2001-HVAC MNT/RPR 2020	1,100.00	
1495		PI4094 034568	01	11/09/2020	101-4142-530.20-50	VW2001-HVAC MNT/RPR 2020	1,270.30	
						VENDOR TOTAL *	2,793.33	
0000662	00	SPFLD FIN DEPT/LANDFILL FEES						
50017-20201031		PI4119 034587	01	10/31/2020	620-4420-570.20-04	SPECIAL WASTE	85.60	
						VENDOR TOTAL *	85.60	
0006364	00	SW MO ENGINEERING, LLC						
SW0791		PI4087 034699	01	10/14/2020	145-5010-510.90-11	WS1912-LIFT ST 17 UPGRADE	13,171.00	
SW0792		PI4088 034700	01	10/15/2020	146-5010-510.90-11	WS2002-SPR CRK W/S IMPRV	3,051.50	
						VENDOR TOTAL *	16,222.50	
0006272	00	SWIFT, AMANDA						
11142020		007484	01	11/17/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	53.30	
						VENDOR TOTAL *	53.30	
0000384	00	TABLE ROCK ASPHALT CONST.						
280548		PI4095 034569	01	11/06/2020	105-4121-530.40-20	1/2" HOT MIX	520.26	
						VENDOR TOTAL *	520.26	
0000402	00	TANEY CO AMBULANCE DIST						
2255		007472	01	11/17/2020	101-0600-510.20-82	AED SUPPLIES	1,047.75	
						VENDOR TOTAL *	1,047.75	
0001513	00	TANEY CO PUB WATER DIST #3						
51 10-29-20		PI4123 034599	01	10/29/2020	620-4410-570.20-99	OCT 2020 METER READINGS	1,491.00	
						VENDOR TOTAL *	1,491.00	
0000403	00	TANEY CO TREASURER						
11102020		007452	01	11/17/2020	101-1095-510.20-64	REIMBRS/INTRGVRNMNTL AGRM	10,000.00	
						VENDOR TOTAL *	10,000.00	
0005624	00	TRI-LAKES BIOSOLIDS COALITION						
8042		007453	01	11/17/2020	620-4420-570.20-99	OCT 2020 BIOSDS PRDCT CMP	12,569.61	

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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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0005624	00	TRI-LAKES BIOSOLIDS COALITION						
8042A		007454	01	11/17/2020	620-4420-570.20-99	OCT 2020 BIOSDS PRDCT CPR	9,281.11	
VENDOR TOTAL *							21,850.72	
0000461	00	TRI-LAKES MOTORS						
420375		PI4101 035100	01	11/12/2020	105-4110-530.20-54	UNIT 382 INSPECTION, SRVC	60.90	
420387		PI4102 035101	01	11/12/2020	105-4110-530.20-54	UNIT 226 INSPECTION, SRVC	52.90	
420355		PI4100 035099	01	11/12/2020	620-4310-570.20-54	UNIT 432 INSPECTION, SRVC	70.50	
VENDOR TOTAL *							184.30	
0005879	00	US BANK EQUIPMENT FINANCE						
428306393		PI4090 034537	01	11/06/2020	101-1095-510.20-44	LEASE PAYMENT COPIERS	1,418.32	
428306393		PI4091 034537	01	11/06/2020	620-4500-570.20-55	LEASE PAYMENT COPIERS	425.49	
VENDOR TOTAL *							1,843.81	
0006338	00	WILKERSON, TENLEY						
11142020		007483	01	11/17/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	67.55	
VENDOR TOTAL *							67.55	
0006393	00	WILSON, JEFFERY LEE						
11142020		007485	01	11/17/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	81.65	
VENDOR TOTAL *							81.65	
0006427	00	YANEZ JR., VINCENT						
11142020		007487	01	11/17/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	126.00	
VENDOR TOTAL *							126.00	
TOTAL EXPENDITURES ****							138,195.93	
GRAND TOTAL *****								138,195.93

PREPARED 11/24/2020 10:23:58
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11242020 BRNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 12/08/2020
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 2020/11
Payment date 11/24/2020

SA
11/24/2020

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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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0006128	00	ADVANTICA ADMINISTRATIVE SERVICES						
12012020	007498		01	11/23/2020	501-0000-201.10-22	DEC 2020 VISION PREMIUMS	1,540.39	
						VENDOR TOTAL *	1,540.39	
0006217	00	AMERICAN FIDELITY ASSURANCE COMPANY						
D236985	007501		01	11/23/2020	501-0000-201.10-31	NOV 2020 PREMIUMS	10,059.49	
						VENDOR TOTAL *	10,059.49	
0002122	00	ANTHEM BLUE CHOICE						
684783C	007500		01	11/23/2020	501-0000-201.10-19	DEC 2020 HEALTH PREMIUMS	304,535.47	
						VENDOR TOTAL *	304,535.47	
0006038	00	ANTHEM LIFE INSURANCE COMPANY						
6702941	007508		01	11/24/2020	501-0000-201.10-21	DEC 2020 LIFE INS PREMIUM	4,930.50	
						VENDOR TOTAL *	4,930.50	
0006070	00	BERRY, JUSTIN						
11162020	007506		01	11/23/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	125.00	
						VENDOR TOTAL *	125.00	
0006154	00	BLISS, ELIJAH						
11162020	007506		01	11/23/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	91.00	
						VENDOR TOTAL *	91.00	
0000042	00	BRANSON CHAMBER OF COMMERCE						
11132020	PI4185 034754		01	11/13/2020	240-1620-510.20-32	NOV 2020 PARTIAL BILLING	7,500.00	
11132020A	PI4186 034754		01	11/13/2020	240-1620-510.20-32	NOV 2020 PARTIAL BILLING	296.83	
						VENDOR TOTAL *	7,796.83	
0006134	00	BULLOCK, LUCAS						
11162020	007506		01	11/23/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0004952	00	CENTURY LINK						
11042020	PI4165 034538		01	11/04/2020	101-1095-510.20-09	PHONE SRVC 11/4-12/3/20	2,068.34	
11042020A	PI4184 034663		01	11/04/2020	101-1095-510.20-09	LONG DIST 11/4-12/3/20	12.69	
11042020	PI4166 034538		01	11/04/2020	620-4310-570.20-09	PHONE SRVC 11/4-12/3/20	47.24	
11042020	PI4167 034538		01	11/04/2020	620-4320-570.20-09	PHONE SRVC 11/4-12/3/20	47.33	
11042020	PI4168 034538		01	11/04/2020	620-4410-570.20-09	PHONE SRVC 11/4-12/3/20	37.78	
11042020	PI4169 034538		01	11/04/2020	620-4420-570.20-09	PHONE SRVC 11/4-12/3/20	172.55	
						VENDOR TOTAL *	2,385.93	
0000071	00	DELTA DENTAL OF MO						
12012020	007497		01	11/23/2020	501-0000-201.10-20	DEC 2020 DENTAL PREMIUMS	18,660.86	
						VENDOR TOTAL *	18,660.86	
0002614	00	GILMORE & BELL, P.C.						
8043341	007494		01	11/23/2020	101-1095-510.20-99	BRSN LNDING TDD LEGAL SRV	316.25	
						VENDOR TOTAL *	316.25	
0006302	00	GOODWIN, MAISIE						

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0006302	00	GOODWIN, MAISIE						
11162020	007506		01	11/23/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	65.00	
						VENDOR TOTAL *	65.00	
0005167	00	HARRIS, REGINALD M.						
11162020	007506		01	11/23/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
9999999	00	KNOBEL CONSTRUCTTION INC						
BD 19-9000719	007495		01	11/23/2020	533-0000-220.40-00	LANDSCAPING DEPOSIT REFND	16,000.00	
						VENDOR TOTAL *	16,000.00	
0006282	00	LEIGH ENVIRONMENTAL, LLC						
6799	PI4187 034948		01	11/10/2020	105-4121-530.20-65	EN1203-CMP FUEL TNK RPLC	5,914.05	
						VENDOR TOTAL *	5,914.05	
0006426	00	LOFTON, BRANDON						
11162020	007506		01	11/23/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	125.00	
						VENDOR TOTAL *	125.00	
0005459	00	LORENZ, MANDY LAUREN						
11192020	007506		01	11/23/2020	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
						VENDOR TOTAL *	75.00	
0006112	00	MEACHAM, KAYLA						
11162020	007506		01	11/23/2020	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0005535	00	MISSOURI-AMERICAN WATER COMPANY						
10282020	PI4147 034586		01	10/28/2020	620-4415-570.20-03	WATER SRVC 241 ILLINOIS	259.06	
						VENDOR TOTAL *	259.06	
0000238	00	MO DEPT OF NATURAL RESOURCES						
34602103577	007496		01	11/23/2020	105-4126-530.20-63	PRMT #MOR040111-OPR FEE	250.00	
						VENDOR TOTAL *	250.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
11172020	PI4182 034647		01	11/17/2020	101-1012-510.20-11	JUDGE SERVICES 11/17/20	1,200.00	
11182020	PI4183 034647		01	11/18/2020	101-1012-510.20-11	JUDGE SERVICES 11/18/20	1,200.00	
						VENDOR TOTAL *	2,400.00	
0006287	00	SANDERS, BUCK LAYTON						
11212020	007506		01	11/23/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	114.00	
						VENDOR TOTAL *	114.00	
0004203	00	SCHENEWERK AND FINKENBINDER						
40213	PI4163 035097		01	10/15/2020	101-1012-510.20-17	TIMEKEEPER JUDGE SERVICES	125.00	
						VENDOR TOTAL *	125.00	
0005682	00	SMG						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005682	00	SMG						
111620-COB-WC	007499		01	11/23/2020	101-0600-510.40-66	WALKING CHALL LUNCHEON	405.90	
VENDOR TOTAL *							405.90	
0006308	00	SMITH, ISRAEL						
11212020	007506		01	11/23/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	144.00	
VENDOR TOTAL *							144.00	
0006089	00	SPECIALTY AIR CONDITIONING SERVICES						
1252	PI4170	034568	01	11/09/2020	620-4320-570.20-50	VW2001-HVAC MNT/RPR 2020	253.78	
VENDOR TOTAL *							253.78	
0006272	00	SWIFT, AMANDA						
11212020	007506		01	11/23/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	65.14	
11162020	007506		01	11/23/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	45.00	
VENDOR TOTAL *							110.14	
0000384	00	TABLE ROCK ASPHALT CONST.						
280960	PI4171	034569	01	11/17/2020	620-4310-570.40-21	1" CLEAN ROCK	204.15	
VENDOR TOTAL *							204.15	
0000811	00	TANEY CO SHERIFF						
10192020	PI4153	034632	01	10/19/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51919	45.00	
10202020	PI4154	034632	01	10/20/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51920	45.00	
10212020	PI4155	034632	01	10/21/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51930	45.00	
10222020	PI4156	034632	01	10/22/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51938	45.00	
10272020	PI4157	034632	01	10/27/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51959	45.00	
10272020A	PI4158	034632	01	10/27/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51957	45.00	
10282020	PI4159	034632	01	10/28/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51965	45.00	
10302020	PI4160	034632	01	10/30/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51973	45.00	
10302020A	PI4161	034632	01	10/30/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51976	45.00	
10312020	PI4162	034632	01	10/31/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51981	45.00	
11022020	PI4172	034632	01	11/02/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51992	45.00	
11032020	PI4173	034632	01	11/03/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 52001	90.00	
11032020A	PI4174	034632	01	11/03/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 51997	45.00	
11032020B	PI4175	034632	01	11/03/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 52000	45.00	
11042020	PI4176	034632	01	11/04/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 52011	45.00	
11052020	PI4177	034632	01	11/05/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 52025	45.00	
11052020A	PI4178	034632	01	11/05/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 52026	45.00	
11062020	PI4179	034632	01	11/06/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 52031	45.00	
11072020	PI4180	034632	01	11/07/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 52035	45.00	
11082020	PI4181	034632	01	11/08/2020	262-2022-520.20-67	PRISONER BRDNG-INMT 52046	45.00	
VENDOR TOTAL *							945.00	
0000461	00	TRI-LAKES MOTORS						
419724	PI4164	035109	01	10/30/2020	105-4110-530.20-54	UNIT 412 DIAGNOSTICS	112.00	
419932	PI4188	035108	01	11/03/2020	105-4110-530.20-54	UNIT 360 INSPECTION, SRVC	54.90	
419954	PI4189	035108	01	11/03/2020	105-4110-530.20-54	UNIT 377 INSPECTION, RPRS	163.90	
419784	PI4190	035111	01	11/03/2020	105-4110-530.20-54	UNIT 156 REPAIRS	2,573.59	

PREPARED 11/24/2020,10:23:58
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 12/08/2020 PAYMENT DATE: 11/24/2020

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0000461	00	TRI-LAKES MOTORS						
						VENDOR TOTAL *	2,904.39	
0006338	00	WILKERSON, TENLEY						
11212020	007506		01	11/23/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	77.20	
						VENDOR TOTAL *	77.20	
0006393	00	WILSON, JEFFERY LEE						
11212020	007506		01	11/23/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	54.00	
11162020	007506		01	11/23/2020	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	45.00	
						VENDOR TOTAL *	99.00	
0006231	00	WINEGAR, CRAIG						
11212020	007506		01	11/23/2020	230-1556-540.20-13	YOUTH BASKETBALL OFFICIAL	144.00	
						VENDOR TOTAL *	144.00	
						TOTAL EXPENDITURES ****	381,296.39	
						GRAND TOTAL *****		381,296.39