

== NOTICE OF MEETING ==



BOARD OF ALDERMEN

Regular Meeting – Tuesday, September 8, 2020 – 6:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION:

- Ted Martin

ROLL CALL

PUBLIC COMMENT:

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

CONSENT AGENDA:

- 1) **Approval of Board of Aldermen Minutes:**
 - a) **August 20, 2020 Study Session**
 - b) **August 25, 2020 Regular Meeting**
- 2) **Acknowledge Receipt of Minutes:**
 - a) **Budget & Finance and Capital Improvement Committee joint meeting of July 30, 2020**
- 3) **Final Reading of Bill No. 5852 approving a zoning change from Community Commercial (CC) to High Density Residential (HDR) for the property located at 340 Gretna Road.**
- 4) **Final Reading of Bill No. 5853 approving the addendum to the contract with Enterprise Fleet Management pertaining to commercial automobile liability insurance for medium and heavy duty vehicles and authorizing the Mayor to execute the contract.**

- 5) **Final Reading of Bill No. 5854 amending the adopted 2020 Budget for the City of Branson, to adjust monies for the Water Sewer Internal Service Fund.**
- 6) **Final Reading of Bill No. 5855 accepting the proposal of Cimco Industrial, LLC to repair and seal the interior of the Cliff Drive Water Treatment Facility Clearwells and authorizing the Mayor to execute the contract.**

REGULAR:

- 7) **First Reading of Bill No. 5856 approving an amendment to the contract with CDW Government, LLC pertaining to the purchase of computer hardware and software and authorizing the Mayor to execute the contract.**
- 8) **First Reading of Bill No. 5857 approving a services contract with Highway Safety Solutions pertaining to repair and replacement of guardrail in various locations and authorizing the Mayor to execute the contract.**
- 9) **First Reading of Bill No. 5858 approving an agreement with the Missouri Highway and Transportation Commission for bridge deck repair on Route 65 and authorizing the Mayor to execute the contract.**
- 10) **First Reading of Bill No. 5859 approving the contract with Chemtrade Chemicals US, LLC for the purchase of operational chemicals used in the city's water treatment processes and authorizing the Mayor to execute the contract.**
- 11) **First Reading of Bill No. 5860 repealing Ordinance No. 2020-0087 and re-establishing the annual levy of a property tax for general revenue in the City of Branson, Missouri, a City of the Fourth Class.**
- 12) **First Reading of Bill No. 5861 amending the adopted 2020 Budget for the City of Branson, to adjust monies for the General Fund and the Convention Center Fund.**
- 13) **First Reading of Bill No. 5862 extending Ordinance 2020-0072 to slow the community spread of COVID-19.**

DISBURSEMENTS:

- 14) **Disbursements.**

REPORTS

ADJOURN

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MINUTES

STUDY SESSION OF THE BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
August 20, 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 August 20, 2020, at 12:40 p.m.

ROLL CALL

City Clerk Lisa Westfall called roll: Mayor Akers presiding, Jamie Whiteis, Bob Simmons, Bill Skains and Larry Milton. Absent: Jeff Seay. *Ward III Alderman is currently vacant.

AGENDA

Discussion on submitting a request to qualified voters to increase the City's Bonding Capacity.
(Sid Douglas, Attorney at Law with Gilmore Bell, was available for questions via teleconference).

Discussion on proposed amendments to Municipal Code Chapter 94, pertaining to Special Events.

Mayor's Report.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Skains moved to adjourn, seconded by Alderman Simmons. Voting aye: Whiteis, Simmons, Skains and Milton. Nays: none. Absent: Seay. Motion carried. *Ward III Alderman is currently vacant. Meeting adjourned at 1:54 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
August 25, 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 August 25, 2020, at 6:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance," the Preamble of the Missouri Constitution and Jamie Rouch gave the invocation.

OATH OF OFFICE

City Clerk Lisa Westfall gave the Oath of Office to Julia King, Ward III, who was appointed at the Special Meeting on August 11, 2020.

ROLL CALL

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

PUBLIC COMMENT

Mayor Akers read a statement regarding decorum and stated in order to give everyone a chance to speak tonight, I would like to ask that if you are speaking on an item that you keep your comments succinct, to the topic and as short as possible. You will be allowed to only speak once on an item and please do not repeat what has already been said by another speaker. Once public discussion has ended on an item and the Board starts their discussion, no additional comments will be taken from the audience unless one of the Board of Aldermen wishes to call someone back up. Please remember to speak into the microphone, state your name and address for the record. Please seek to stay in the five minute guideline we have.

Doug Clark, 121 A Saint Andrews Street, Branson, Missouri, expressed his concerns over the coronavirus and explained he's been studying viruses, how they've been researched and incorporated into the military's bio-warfare system and the general medicine climate. He showed the Board a book titled *Emerging Viruses Aids & Ebola, Nature, Accident or Intentional?*, and explained it's a pretty eye-opening research project by a PhD Harvard-trained health professional. Mr. Clark commented a lot of upper-end virologists are talking about his work on the covers and he recommended anyone interested in the medical system and how it's been compromised to read it. He recommended another book titled *Virus and the Vaccine* about the polio vaccine, how it started and was promoted by Franklin Roosevelt in the race to develop the vaccine. It's important because people are racing to another vaccine right now and this book is an exposé on how that happened and what happened on the first trial. He explained the test was rushed all over the world and the book shows how the vaccine has been contaminated ever since with a monkey virus called SV40. He explained the polio virus is grown in a monkey kidney and to this date, the polio vaccine has that virus and has been proven to cause brain cancer and numerous other cancers in children. He added, there isn't any doubt about it because there was a Supreme Court case in the 1990s involving a

little four-year-old boy who got a brain tumor and this virus was found in his brain. Mr. Clark reported neither one of his parents had it in their biology, no one else in his family had it, but he had the polio virus and the only way he could have gotten it is from the vaccine. He added, ever since the late 1950s and early 1960s it's been in the vaccine. He feels the story is like a thriller research project and it's cringing they decided not to do anything about it, but of course companies like Merck that are making this stuff have big investments in producing a vaccine. Mr. Clark said he's talked to a couple of doctors who found it in mesothelioma tumors in people's lungs and the reason it's there in addition to the mesothelioma problem is because people got it in a polio vaccine. What bothers him is due diligence isn't being done to research what people are being told and the people promoting a vaccine are marketing it to people through the COVID-19 virus by telling everyone they should be scared to death of it. He explained the processes the vaccine is going through and reported it's a completely different kind of a vaccine. Several companies including Moderna and Merck are making this RNA vaccine and it's very dangerous. He reported the first tests have had all kinds of problems with it, but people aren't going to hear about the reactions and hospitalizations that occurred with the first 50 people. There are 30,000 tests being done now on humans and normal protocols have been skipped. He explained animal tests are usually done first to see what will happen to the animals, then the germ is introduced into people and the vaccine tried on them to see what's going to happen before inoculating the whole population. This can really cause some problems and the main thing is it's protected from liability for anybody giving the shot and all of the people making this stuff. If someone gets hurt by it, they're on their own and the only opportunity they have to address it is in vaccine court and about all they're going to get now is \$350,000. Mr. Clark commented that's the limitation put on it in 1986 which Dr. Anthony Fauci was involved in, and that's what he's worried about.

Sherry Moore, 2191 Lakeshore Drive, Branson, Missouri, spoke about the recycle center and asked if it made a profit or revenues. If it does, she asked what the revenues were and where the money actually goes. When she started recycling, 60% of her trash was recyclable, but the Branson Recycle Center had disclosed to her it would only take half of it because it only wanted items that ensured it could make money. She added, to her this meant the recycle center was earning revenues. She mentioned hearing there were only two employees exclusively dedicated to work on-site, running the day-to-day operations, and were the only expense to the Branson Recycle Center. As she understood it, everyone else was a volunteer and the land, building and equipment was all 100% owned and paid for. Additionally, there was very small overhead and recycled goods were sold to buyers for a revenue stream. She asked how much money the recycle center makes and mentioned being shocked to learn the budget for the recycle center is \$265,000 and she inquired what's actually in that budget. Based on her information, the only expense required would basically be enough to cover the salary of the two on-site dedicated full-time employees which would be about \$70,000. It sounds to her the budget needs reviewed and corrected and she asked the Board to carefully review it. She asked if citizens are already paying for the service through taxes, why anyone in the County would be asked to pay a fee to drop off their recyclables. She mentioned reading about an additional charge to citizens was being considered and her impression was that the additional charge was above and beyond taxes already allocated to pay for it. She asked if a new recycle center was really needed or if Taney County should spend \$50,000 on it, just because of what's happening here in Branson. She stated, the Board's decision impacts the entire County to the tune of \$50,000 for something Branson Aldermen may be able to easily fix by opening the Recycle Center up so the County can better spend \$50,000 elsewhere. She heard Branson's recycle center is one of the best run centers and inquired why it's not open to the public. She shared she was really hoping the current location could continue to be used, not only to save the County \$50,000, but because it's a convenient location. She asked who closed the recycle center in the first place, under what authority and who has the authority to open it back up. Ms. Moore noted the Branson Aldermen has the authority to stop it from being closed down permanently and asked if it was also allowed to reopen it. No one in town seems to know who closed the recycle center and she personally doesn't think COVID-19 is a good excuse since there's only a few people there at any given time and she considers it an essential business. She inquired who actually owns the land and buildings, because she was told Taney County did, and asked why the County should spend \$50,000 to get a new one if the City doesn't want to reopen it. She added, the newspaper only reported who owns the equipment, not the land or building. She asked what its actual expenses, revenues and annual profit are and where that money goes. Ms. Moore thanked the City for providing this service that keeps the community clean and contributes back to the environment rather than landfills. She expressed appreciation for the Aldermen and thanked them.

Parker Olson, 1033 W. State Highway F, Branson, Missouri, proposed the Board look into a dark sky ordinance in Branson. He explained the general gist would be to make a timeline for lighting within Branson and switch from older lighting to Light-Emitting Diode (LED) lighting, minimizing upward-facing lights and preventing sky glare. He mentioned he's just a citizen here who's interested in the idea being looked into because of potential benefits he's seen in some places he's visited that had similar ordinances.

Alana Morris, 3515 Arlene Drive, Branson, Missouri, welcomed Alderman King to the Board and commented she's glad she's here because representation matters. She read her father's favorite poem written by Tupac Shakur: "Did you hear about the rose that grew from a crack in the concrete? Proving nature's laws wrong, it learned to walk without having feet. Funny it seems, but by keeping its dreams, it learned to breathe fresh air. Long live the rose that grew from concrete when no one else ever cared."

CONSENT AGENDA

Mayor Akers asked if there were any citizens who had any items they wished to have removed from the Consent Agenda for further discussion. Hearing none, Mayor Akers asked if any member of the Board had any items they wished to have removed from the Consent Agenda. Alderman King requested Item Number 3 be removed from the Consent Agenda and placed as the first item on the Regular Agenda. Mayor Akers asked City Clerk Lisa Westfall to read the items on the Consent Agenda as amended. City Clerk Lisa Westfall read the following Consent Agenda items by title.

Approval of Board of Aldermen Minutes:

- a) August 11, 2020 Special Meeting
- b) August 11, 2020 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Planning Commission Regular Meeting of July 7, 2020
- b) Advisory Park Board Meeting of July 21, 2020
- c) Human Resources Committee Meeting of July 22, 2020

BILL NO. 5844

Ord. No. 2020-0088

Approving the renewal of the contract with ResourceX for access to Online Fiscal Health and Priority-Based Budgeting Computer Applications.

Final Reading of Bill No. 5844, an ordinance approving the renewal of the contract with ResourceX for access to Online Fiscal Health and Priority-Based Budgeting Computer Applications was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0088 was duly enacted.

BILL NO. 5845

Ord. No. 2020-0089

Amending Chapter 2 Section 354 and 355 of the Branson Municipal Code pertaining to Notice inviting bids and Bid opening procedure.

Final Reading of Bill No. 5845, an ordinance amending Chapter 2 Section 354 and 355 of the Branson Municipal Code pertaining to Notice inviting bids and Bid opening procedure was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0089 was duly enacted.

BILL NO. 5846
Ord. No. 2020-0090

Approving the contract for the expenditure from the City's Tourism Tax Contingency Fund to the Branson Chamber of Commerce and Convention & Visitors Bureau.

Final Reading of Bill No. 5846, an ordinance approving the contract for the expenditure from the City's Tourism Tax Contingency Fund to the Branson Chamber of Commerce and Convention & Visitors Bureau and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0090 was duly enacted.

BILL NO. 5847
Ord. No. 2020-0091

Accepting the terms of an agreement with current member cities of the Tri-Lakes Regional Biosolids Coalition to form the Tri-Lakes Biosolids Joint Municipal Utility Commission.

Final Reading of Bill No. 5847, an ordinance accepting the terms of an agreement with current member cities of the Tri-Lakes Regional Biosolids Coalition to form the Tri-Lakes Biosolids Joint Municipal Utility Commission and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0091 was duly enacted.

BILL NO. 5848
Ord. No. 2020-0092

Approving the Employee Wellness Plan for City of Branson Employees to complete in 2021 for tier determination for discounted medical insurance in 2022.

Final Reading of Bill No. 5848, an ordinance approving the Employee Wellness Plan for City of Branson Employees to complete in 2021 for tier determination for discounted medical insurance in 2022 was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0092 was duly enacted.

BILL NO. 5849
Ord. No. 2020-0093

Amending Chapter 86 Section 123 of the Branson Municipal Code pertaining to Helmet requirement while operating a motorized bicycle.

Final Reading of Bill No. 5849, an ordinance amending Chapter 86 Section 123 of the Branson Municipal Code pertaining to Helmet requirement while operating a motorized bicycle was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0093 was duly enacted.

BILL NO. 5850
Ord. No. 2020-0094

Amending Chapter 58 Section 125 of the Branson Municipal Code pertaining to Prescriptions for methamphetamine precursor drugs.

Final Reading of Bill No. 5850, an ordinance amending Chapter 58 Section 125 of the Branson Municipal Code pertaining to Prescriptions for methamphetamine precursor drugs was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0094 was duly enacted.

BILL NO. 5851

Ord. No. 2020-0095

Amending Chapter 78 Section 219 of the Branson Municipal Code pertaining to Sunset clause of small wireless facilities.

Final Reading of Bill No. 5851, an ordinance amending Chapter 78 Section 219 of the Branson Municipal Code pertaining to Sunset clause of small wireless facilities was read by title by City Clerk Lisa Westfall. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0095 was duly enacted.

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

REGULAR AGENDA

BILL NO. 5843

Ord. No. 2020-0087

Establishing the Annual Levy of a property tax for General Revenue in the City of Branson, Missouri, a City of the Fourth Class.

Final Reading of Bill No. 5843, an ordinance establishing the Annual Levy of a property tax for General Revenue in the City of Branson, Missouri, a City of the Fourth Class was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5843. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Alderman Simmons moved to amend Bill No. 5843 Section 2 levy amount from \$0.6277 to \$0.5688, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding the amendment. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Mayor Akers called for a vote on the amendment. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Mayor Akers asked for anyone in the audience wishing to speak regarding Bill No. 5843 as amended. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Ordinance No. 2020-0087 was duly enacted.

Presentation on Second Quarter 2020 Financial Report.

A Presentation on Second Quarter 2020 Financial Report was provided by Finance Director Jamie Rouch. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion.

Report on progress of Aquarium at the Boardwalk Tax Increment Financing District.

A Report on progress of Aquarium at the Boardwalk Tax Increment Financing District was provided by Finance Director Jamie Rouch and Tej Sundher of Kuvera Partners. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion.

**RESOLUTION NO.
2020-R014**

Authorizing the City to apply for Financial Assistance with the United States Department of Commerce - Economic Development Administration for a Grant to finance the Compton Wastewater Treatment Plant Flood Proofing Project.

A Resolution authorizing the City to apply for Financial Assistance with the United States Department of Commerce – Economic Development Administration for a Grant to finance the Compton Wastewater Treatment Plant Flood Proofing Project was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion adopting the resolution. Alderman King so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Resolution No. 2020-R014 was adopted.

**RESOLUTION NO.
2020-R015**

Appointment of a representative and alternate to the Southwest Missouri Solid Waste Management District “N” Executive Board.

A Resolution for the appointment of a representative and alternate to the Southwest Missouri Solid Waste Management District “N” Executive Board was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion adopting the resolution. Alderman King so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Resolution No. 2020-R015 was adopted.

**RESOLUTION NO.
2020-R016**

Appointment of a representative and alternate to the Southwest Missouri Solid Waste Management District “N” Council.

A Resolution for the appointment of a representative and alternate to the Southwest Missouri Solid Waste Management District “N” Council was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion adopting the resolution. Alderman Whiteis so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Resolution No. 2020-R016 was adopted.

**RESOLUTION NO.
2020-R017**

Approving a Special Event Permit for the Forrest Gump Challenge.

A Resolution approving a Special Event Permit for the Forrest Gump Challenge was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion adopting the resolution. Alderman Skains so moved, seconded by Alderman Simmons. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Parker Olson, 1033 W. State Highway F, Branson, Missouri, mentioned seeing a lot of Raymond Varner's past events and has even volunteered at some of them. He feels he does a great job cleaning up sites he works on, his events support a good cause and is definitely someone who would take good care of the space he's using.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Resolution No. 2020-R017 was adopted.

**RESOLUTION NO.
2020-R018**

Approving a Special Event Permit for K-Life Run to the Lights.

A Resolution approving a Special Event Permit for K-Life Run to the Lights was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion adopting the resolution. Alderman King so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. Resolution No. 2020-R018 was adopted.

BILL NO. 5852

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

First Reading of Bill No. 5852, an ordinance approving a zoning change from Community Commercial (CC) to High Density Residential (HDR) for the property located at 340 Gretna Road, Branson, Missouri was read by title by City Clerk Lisa Westfall and a staff report was presented by Planning and Development Director Joel Hornickel.

Alderman Skains left the meeting at 7:09 p.m. and returned at 7:10 p.m.

Mayor Akers asked for a motion approving Bill No. 5852. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Bryan Stallings, 137 B Lakehills Drive, Branson, Missouri, introduced himself as the applicant and welcomed any questions from the Board. He mentioned providing a handout to the City Clerk, a copy of which he provided to the Board earlier. Mr. Stallings feels his housing project is a homerun and will be a good solution where it's located. He explained public parking will be available and in the unlikely event residents have a vehicle, parking will be allocated and there will also be some bike racks available. In response to the Aldermen's questions regarding parking for retail spaces, Mr. Stallings clarified there will be plenty of parking there and at the existing facility, so there will be access from both sides. He addressed outside storage at the facility and mentioned rental storage units will be available to prevent clutter outside, so it will look like a great development. Mr. Stallings responded to the Board's questions regarding the location of the development and explained what separates this housing from any other housing development is the fact that his organization is located right next door. This allows for case management of the residents, which is what will move them on to the next step in their lives. One of Elevate Branson's philosophies is to empower people through work and by being able to be located right next door to them, it can be hands-on with that process. He thinks is the biggest key and if it were to locate the development somewhere further out, there would be difficulty in accessing jobs to empower those people to work, making case management much more difficult. Mr. Stallings recapped that his organization came before the Board last year to make sure it had a letter of support when it applied for the grant. He reported since that time, it's applied for the Federal Home Loan Bank Grant through the Federal Home Loan Bank of Des Moines. He reported it's in the second round of that and the last two years' funding has been awarded to the same type of project in Springfield, Missouri. His organization is confident it's close to possibly landing that grant and will also be applying for some Community Development Block Grant (CDBG) money for infrastructure costs in hopes all those costs will be taken care. He explained there are several different buckets pertaining to CDBG dollars and the first priority is the wastewater treatment plant. He doesn't want to interfere with that process, so CDBG is still trying to determine what all of those buckets are going to look like. The first round is to develop 24 units, or half of the property to begin with which would be about \$900,000 in CDBG money. Depending on what buckets they still have left to allocate from, there has been discussion about going ahead and developing the entire five acres which would be about \$1.9 million. Mr. Stallings addressed concerns regarding issues of homelessness and stated these are permanent structure houses, 400 square foot homes that have a fully functioning kitchen and bathroom. They are prefabricated homes set on permanent foundations, so they will not be portable and are not mobile homes. Residents will be screened,

background checked and fingerprinted through the FBI database. There are certain requirements through CDBG and with federal home loan grants there are income requirements, disability and things like that to qualify and all residents will be required to pay \$400 a month in rent. Mr. Stallings mentioned he was able to meet with the folks at the campground to clarify some things with them and he gave them this information. He asked them to reach out to him if they had any additional questions and he hasn't heard anything, so he thinks they're good. He's spoke to the owner of the hotel across the street from the property and he seemed excited about the development. Mr. Stallings mentioned responding to an email from the property development behind his organization and mentioned also sending an email along with this document. He reported he just heard a response back from their representatives that they received it and would check with their clients to see if they had any further questions. Mr. Stallings reported he was not able to reach the gentleman on the corner as he didn't have any contact information for him. He's mentioned the property is in his organization's possession and no money is owed which he's excited about. He clarified individuals do not have to be in a program in order to qualify, visitors are allowed to come in, but it will not be a congregate feeding place, soup kitchen or anything like that. It will provide meals for its Jobs for Life Work Program, but not for people just walking in. He wanted to make everyone aware people can't just move into this development, but have to be a Taney County resident for 12 months or longer because they want it to be made available to the community first. (See attached handout)

Steve Faria, 4827 South Landon Court, Springfield, Missouri, mentioned he owns quite a few businesses in Branson and while he believes this is a wonderful project and he wants to help the homeless, the problem is it's the wrong location. He explained there's a reason why it's zoned the way it is and he mentioned sending the Board an email which read: "I've been doing business in the Branson area for over 12 years. I'm the owner of Chalets on Table Rock Lake, Watermill Cove Resort, Shepherd of the Hills Homestead and Outdoor Drama, Shepherds Mill Restaurant and Shepherd of the Hills Adventure Park. Most importantly the zoning requests, I'm the owner of the 10-acres adjacent to his property, the campground. My future plans consisted on this campground of a first-class luxury resort to be constructed on this property. I have also had interest in developing further down Gretna Road. My vision coincided with the same vision I thought Branson had with the Country Boulevard Improvement Project. I wanted to bring in quality families to experience all the great attractions, restaurants, shows and outdoor activities Branson has to offer. The proposed high density low-income project is a complete contrast of what vision the business developers and public had voted on. This project that I was going to do was a \$15 million plus project, by the way. I personally will not be investing in any future developments on Gretna Road if this proposal gets passed. As a business owner, I have to protect my investments and surely hope the Board can see this is not a good fit. There is plenty of property that has proper zoning available around Branson that would be much more conducive for a project of this kind. Just a couple miles away there are tracts of land that are available, more affordable and would be much more ideal. I also understand that this proposed land was donated, so there would be no financial loss by the developer, so please keep that in mind. I also heard it mentioned that it was convenient for him to have it next door; that's great and it would be convenient. I'm sure it would, but it's not convenient for us and it's not fair to us; we're in the proper zoning. We've had numerous issues with theft, drugs, trespassing and littering with just the homeless shelter next door. I don't know if he's aware of that. They come through the property quite often, they trespass and cut through. I can only imagine what issues will rise if an additional project of this kind is built next to it. It all sounds good, we can put glitter on it and say how great of a project it is and it possibly could be, but we also know how these things deteriorate over the years. Unfortunately, we need to say it like it is, mark my words: there will be even more theft, littering and I can guarantee, you can count on many more panhandlers sitting on the new Gretna intersections that you proposed to do. Is this really what we want for the new and improved Country Boulevard? Property values in the area will definitely go down. Now please don't mistake me, I have a soft spot in my heart for people less fortunate and I give a substantial amount of money to charity each year; however, I feel it is your duty to look at the bigger picture and understand what impact we will have in the immediate area. Please let them understand that developments they are proposing are definitely needed, but there is a place for everything and this is not the correct choice of location. Every project has a designated zoning for a reason, just as a car dealership would have a zoning, a six-story hotel, a theater and even resorts that I've built have to have proper zoning. Please vote no and help the nearby businesses protect their values and the property in this area." He thanked the Board and welcomed any questions.

David Faria, introduced himself as the owner of the campground business and clarified the relationship between his brother, Steve Faria, is that Steve has the property. He mentioned also writing the Board an email and feels this is a little bit of an awkward situation because Mr. Stallings is his neighbor currently and was also his neighbor a few years back. He explained he doesn't have anything personally against the project and he understands and echoes his brother's comments. Mr. Faria explained he donates money every year to these types of projects and helps the poor, so he doesn't want his opposition to this to be construed as he's not for helping people in need. He expressed his concerns that Branson is a tourist community that spends a lot of money trying to draw in tourists. He recently received a letter from the state explaining he has to raise the taxes he charges to his customers up to 14.1%, which are to pay for all of these improvements being done to elevate tourism in Branson. As well-meaning as this project is, he feels it's going to counteract trying to increase tourism in Branson. His livelihood, the people who work for him and all of the other businesses depend on tourism since Branson is a tourist town. Branson needs tourism to be increased, improved and anything that would detract from that or bring it down in any way is not a good idea. Mr. Faria reiterated the project is a good idea, but it's in the wrong location since it's right next to the tourism district and he requested a better place be found for it.

Nate Schlueter, 2400 East Latoka Street, Springfield, Missouri, introduced himself as the Chief Visionary Officer for Eden Village in Springfield, Missouri. He's good friends with Bryan Stallings and the Elevate Branson staff and he thinks they do an amazing job of helping people on the margins in Branson. He reported its focus is on the Branson workforce, many of which have a disability, and the Americans with Disabilities Act (ADA) gives them an equal opportunity to the enjoyment of life. Mr. Schlueter believes this project does that and this is the perfect location since it's next to headquarters and allows for people to get the services they need for getting their life on track, getting jobs and help for their disabilities. He noted there's a tele-med clinic in the building next door that will be able to help them with their mental health issues. He addressed the arguments about property values and crime and explained from his experience over the last decade of building tiny home villages across the country, it's impossible to dump \$4 million into a five acre piece of property and the property values around it go down. He reported at Eden Village on East Division Street in Springfield, homes are now selling within 30 days on adjoining property, property values went up 12% over the last two years and crime has dropped 20%. This is a gated neighborhood with CCTV cameras and biometric access. The Springfield Police Department would say this community, which is going to be much like the Elevate Branson Community, is the most secure and safest neighborhood in Springfield, Missouri. It has a neighborhood watch program with 60% of its residents having certified neighborhood watch training. He added, it doesn't have crime, people don't steal from their neighbors, people enjoy their community and are able to live and enjoy their lives as the ADA lays out. Mr. Schlueter feels this is the perfect location and property taxes are going up because Mr. Stallings is going to dump \$4 million in a field. He thanked the Board for allowing him to speak and welcomed any questions.

Chris Meyer, commented he didn't come to the meeting tonight for this item, but finds it interesting. He thinks the question that has to be asked is, is the City just going to allow all different types of uses all over town? Before even seeing this project, he's questioned why various things around town that aren't tourist experiences have been allowed where they are. He explained the model he uses is to think of this town as one big Disney resort and ask himself if Disney were running this operation, would it do this? He commented that's for the Board to decide and he feels everyone has great points.

Ruth Denham, Bramble Lane, Branson, Missouri, said she has a couple of questions regarding some past requests for rezoning. She inquired if the low-income housing on Fall Creek Road next to the higher end development, Country Bluff Estates, required rezoning and if it was approved. If so, she could also follow suit and say it's going to bring her property values down. She asked if the only property Steve Faria owned and operated was the campground. She mentioned people who have been here for a while have invested into this City and are ensuring people have lived in this area for a year before taking them in. She commented other places are helping people who have different types of addictions and she doesn't know if that's the case for letting them move in areas, but feels it's wonderful what Elevate Branson is doing for the community. She expressed this has been a huge concern in the area and to have a group that's actually willing to invest and help people with a hand-up instead of a handout is overwhelming to her. Ms. Denham reported other properties in town have been rezoned and are not developing the same way as

other surrounding developments, yet have been approved and she asked the Board to please take that into consideration before making its decision. Discussion.

Bryan Stallings, 137 B Lakehills Drive, Branson, Missouri, responded to other speakers' concerns pertaining to property values. He recalled in 2016 this property was a dilapidated old theater which his organization invested \$2.1 million dollars in, so it doesn't want to put in a development next to it that's going to lower the property value. He estimated the total investment in this property to be between \$4 million and \$8 million which he believes is going to increase property values. One of the reasons for the rezoning request is to bring in a tiny house development. Community Commercial already allows for multifamily and he believes the tiny house development will actually garner more national and regional attention. He pointed out there's a difference between providing somebody with four walls and a home, versus an apartment or a motel and he hopes to be able to take some of Branson's workforce and actually provide them with four walls and a home. He explained Elevate Branson's mission is to empower people to reach their full potential through work. It has also incorporated micro-businesses into the development that would be available to both the local community and tourists to utilize. He hopes that this truly is a community development and workforce housing and that he clarified it's not homeless individuals.

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

BILL NO. 5853

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

First Reading of Bill No. 5853, an ordinance approving the addendum to the contract with Enterprise Fleet Management pertaining to commercial automobile liability insurance for medium and heavy duty vehicles and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5853. Alderman Skains so moved, seconded by Alderman King. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5854

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

First Reading of Bill No. 5854, an ordinance amending the adopted 2020 Budget for the City of Branson, to adjust monies for the Water Sewer Internal Service Fund was read by title by City Clerk Lisa Westfall and a staff report was presented by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5854. Alderman Skains so moved, seconded by Alderman Simmons. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

BILL NO. 5855

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

First Reading of Bill No. 5855, an ordinance accepting the proposal of Cimco Industrial, LLC to repair and seal the interior of the Cliff Drive Water Treatment Facility Clearwells and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by

Utilities Director Mike Ray. Mayor Akers asked for a motion approving Bill No. 5855. Alderman King so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried.

APPOINTMENTS

Mayor Akers stated the next item is appointments. This appointment process is in accordance with the Board and Committee Appointments Procedure. At this time the Board will be voting by ballot on an appointment for the Tourism Community Enhancement District (TCED). The applicant receiving the most votes by the Board will be approved as the appointment to the TCED from October 1, 2020 to September 31, 2023. Mayor Akers asked for a motion to vote by ballot on the following applicants:

Tourism Community Enhancement District (TCED):

- Ty Lewis
- Derek Smith
- Michele Hammock
- Larry Milton
- Tate Womack

Alderman Skains so moved, seconded by Alderman Whiteis. Mayor Akers asked for comments from the Board. Discussion. Mayor Akers stated the Board will be voting by ballot and the City Clerk will read the results. City Clerk Lisa Westfall read the results of the vote: Alderman King voted for Derek Smith, Alderman Whiteis voted for Derek Smith, Alderman Simmons voted for Derek Smith, Alderman Skains voted for Derek Smith, Alderman Milton voted for Larry Milton, Alderman Seay voted for Derek Smith. The result of the vote is Derek Smith – 5 votes, Larry Milton – 1 vote. Derek Smith will serve on the Tourism Community Enhancement District (TCED).

Mayor Akers stated the next item is appointments. This appointment process is in accordance with the Board and Committee Appointments Procedure. He announced his appointment for Category 4:

Category 4:

Capital Improvement Committee:

Julia King, Appointment to the Capital Improvement Committee to fill the unexpired term of Kevin McConnell until April 2021.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman King commented it's great for her to be here and an honor to serve. She appreciates everyone's support and looks forward to the time ahead.

Alderman Whiteis welcomed Alderman King to Ward III.

Alderman Simmons said he'd also like to welcome Alderman King.

Alderman Skains expressed his appreciation for Alderman King's willingness to serve and for who she is. He recognized Branson musician Larry McFadden, who recently passed away which is a tremendous loss to the community. He explained for those who didn't know Mr. McFadden, that he was the band leader for Mel Tillis for years and had also discovered Lee Greenwood. He, along with Bill White, was a cornerstone of Branson's after-hours entertainment for a very long time and was a laughing, caring individual who will be sorely missed by the community.

Alderman Milton agreed with Alderman Skains' comments regarding Larry McFadden and feels he was a treasure in this town for many years and will be missed. He's excited to have Alderman King on the Board.

Alderman Seay thanked everyone for bringing up Larry McFadden and he welcomed Alderman King to the Board.

Mayor Akers commented on the Chamber of Commerce's study regarding community marketing and the discussion about the effect of face coverings. He sees it as a positive thing and the CVB report as positive. He mentioned attending a marketing meeting and he's really loving the positive attitude of folks wanting to volunteer to help market this community. He complimented the Taney County Health Department as it is swamped trying to track cases and he feels its Director, Lisa Marshall, has done a great job. Mayor Akers continued, she's well deserved to be recognized for her hard work and getting through this hard time. He thanked Alderman King for volunteering to join the Board and explained this is a public servant job and he's enjoying the fact there are people who want to be public servants.

EXECUTIVE SESSION

Mayor Akers asked for a motion to go into closed executive session. Alderman Simmons moved to go into closed executive session pursuant to 610.021.1 RSMo for litigation, seconded by Alderman Skains. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Milton so moved, seconded by Alderman King. Voting aye: King, Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. Meeting adjourned at 8:04 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

Item 19 Handout-Speaker: Bryan Stallings

tiny homes **BIG HOPE**

Imagine a village of 48 individual homes that provide clean, safe, stable, and affordable housing in Branson.

An efficient and attractive housing solution with a philosophy of work demonstrated by microbusinesses, job training, and mentorship relationships that offer a dignified living environment as well as friendship, neighbors and the mental and emotional support they provide.

Imagine no more sub-standard, inadequate motel living in our area, replaced by a fresh, safe and positive sense of community. Safe and secure housing meets an essential and fundamental need, reduces motel living and homelessness, and elevates individuals and our whole community.



ELEVATE COMMUNITY
DEVELOPER - ELEVATE BRANSON

18 JULY 2019

Be among the first to support this vision of hope for our neighbors who struggle in, or are on the edge of poverty.

Help us **Elevate Branson** with this proven solution to a growing problem in our area. We can rise to the challenge of adequate and affordable housing and improve the quality of life for our neighbors, the hourly employees, and front-line workforce who call Branson home.

Your support is essential to make this vision a reality.





ELEVATE COMMUNITY

DEVELOPER - ELEVATE BRANSON



24 JULY 2020



FREQUENTLY ASKED QUESTIONS ABOUT ELEVATE COMMUNITY

Q: Why create affordable housing with tiny homes?

A: Tiny homes have proven to be an efficient way to create safe, independent, and sustainable housing for low income individuals and couples, as well as those struggling on the brink of homelessness. Tiny houses have become a benchmark for these kinds of developments nationwide that provide simple, affordable and dignified living spaces in a community of mutual care and support.

Q: What is included in a tiny home?

A: Our tiny homes are prefabricated, permanent, 400-square-foot homes complete with an open kitchen, dining and living area, small bedroom, one bath and a front porch.

Q: What services will be available on site?

A: Because of the Community's adjacent location to the [Elevate Branson](#) campus, all the connections and supportive services of the organization are within an easy walk for residents. Amenities on site include, a garden, small store, chapel, an auto shop, art and woodworking studios, which will provide micro-business employment opportunities as well.

Q: What is the timeline for this development?

A: Much of the timing is based on available funding, both from sponsors and from local, state and federal grant monies. Our hope is to break ground on the development by April 2021, complete much of the infrastructure by September and place the first tiny homes on sites in October 2021. Phase 1 should be completed in 2021 and Phase 2 in 2022.

Q: Who will be able to live in the Elevate Community?

A: An application is being developed to qualify low income residents who have been located in Taney County for at least 12 months to relocate to the Elevate Community. A careful screening process will assess applicant suitability and willingness to adhere to the rules and obligations of neighborhood living.

Q: What rules will be in place for residents?

A: As in many communities, certain rules of conduct are in place to assure a safe and healthy living environment for all. Some regulations will include that yards be kept tidy and occupancy limits obeyed. Any overnight guests will be required to register with the office. Illegal drug possession or use is strictly prohibited. Alcohol can only be consumed inside a home and unruly behavior, public drunkenness or other criminal behavior will be reported to the police.

Q: How much will it cost to live there?

A: Residents will rent a fully furnished home for \$400 per month, which includes utilities and trash removal. Internet and cable will be provided for an additional fee.

TO BE ELIGIBLE TO LIVE IN THE ELEVATE COMMUNITY, YOU MUST:

- Have been a verifiable Taney County resident for at least one year.
- Have the ability to pay rent and provide gross income documentation. (This could include SSI, SSDI, working off-site, or on-site employment through Elevate Work).
- Be over the age of 18 - show proof of age (valid driver's license, state ID, military ID, government issued ID or fingerprint documentation).
- Provide a valid social security card or proof thereof.
- Qualify through the Coordinated Assessment Process.
- Agree to comply with the housing contract as well as the rules and regulations of the **Elevate Community**.
- Agree to be fingerprinted and a complete background check which includes social security verification, credit, eviction, history, criminal activity and terrorists watch list processed by the FBI. (Note: Having a criminal record does not necessarily disqualify you from Elevate Community; however, we will not accept anyone on the sex offender registry or found in OFAC/terrorist database records).
- Meet the criminal history requirements of our community. Disqualifying criminal history criteria is:
 1. Crimes against persons committed by the applicant regardless of the date committed, such as: capital murder, murder/manslaughter, kidnapping, child molestation, rape, and crimes of a sexual nature, or arson.
 2. Any individual who is subject to a registration pursuant to Missouri or any other state's sex offender registration program.
 3. A pattern (3 or more instances) of continuing conduct/acts, regardless of type of severity which may interfere with the health, safety, or right to peaceful enjoyment of the premises by others.
 4. Applicants with misdemeanor assault records within the past seven years may in some limited circumstances be admitted, provided that the applicant successfully attends anger management classes required by **Elevate Branson**.



1440 State Highway 248, Suite Q-442
Branson, Missouri 65616
417.335.9915
ElevateBranson.org

ELEVATE COMMUNITY RESIDENT QUESTIONS

Q: How many can live in a tiny home?

A: There is a one (1) person maximum occupancy for our tiny home. Couples who both qualify separately may live together.

Q: What is included in a tiny home?

A: Our tiny homes are prefabricated, permanent, 400-square-foot homes complete with an open kitchen, dining and living area, small bedroom, one bath and a front porch. The homes come fully furnished with a bed, kitchen table and 2 chairs, 2 recliners or sofa, refrigerator, stove, oven, microwave, washer and dryer.

Q: What services will be available on site?

A: Because of the Community's adjacent location to the [Elevate Branson](#) campus, all the connections and supportive services of the organization are within an easy walk for residents. Partnerships with Cox Branson Hospital, Hope 360, Burrell Behavioral Health, and transportation allow for telemedicine, mental health assessments, counseling services and more.

Q: How much will it cost to live there?

A: Residents will rent a fully furnished home for \$400 per month, which includes utilities and trash removal. Internet and cable will be provided for an additional fee. There is no deposit but rent is due in advance.

Q: How long can I live there?

A: All applicants must execute a lease contract for an [Elevate Community](#) home and the lease term may vary depending on program and annual income verification participation.

Q: Can I have any pets?

A: Yes. Residents may have 1 small dog or cat but it must be on a leash at all times when outside in the [Elevate Community](#). There is an additional pet charge required and all residents must comply with the [Elevate Community](#) pet rules.



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MINUTES

**JOINT MEETING OF
THE BUDGET & FINANCE COMMITTEE AND
CAPITAL IMPROVEMENTS COMMITTEE
CITY OF BRANSON, MISSOURI
JULY 30, 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 July 30, 2020, at 10:00 a.m.

2) ROLL CALL.

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

Capital Improvement Committee Members Present: Mayor Edd Akers, Jerry Buckley, City Administrator Stan Dobbins, Michael Pinkley, and Alderman Bill Skains. Members Absent: Alderman Kevin McConnell.

Also present were: Finance Director Jamie Rouch, Assistant Finance Director Stacy McAllister, Financial Analyst Melissa Sill, Assistant City Administrator John Manning.

3) FINANCE COMMITTEE REGULAR REPORTS:

3A) Approval of Minutes:

- i. Joint Budget & Finance and Capital Improvement Committee Meeting
Minutes of June 25, 2020

Mayor Edd Akers asked for a motion approving the minutes of June 25, 2020. Pamela Yancey moved to approve, seconded by Rod Romine. Ayes: 10. Noes: 0. Motion carried.

- ii. Joint Budget & Finance and Capital Improvement Committee Meeting
Minutes of July 10, 2020.

Mayor Edd Akers asked for a motion approving the minutes of July 10, 2020. Bill Skains moved to approve, seconded by Pamela Yancey. Ayes: 10. Noes: 0. Motion carried.

- iii. Joint Budget & Finance and Capital Improvement Committee Meeting
Minutes of July 16, 2020.

Mayor Edd Akers asked for a motion approving the minutes of July 16, 2020. Rod Romine moved to approve, seconded by Bill Skains. Ayes: 10. 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 – June 2020.
Finance Director Jamie Rouch presented the unaudited financials for June 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 (JUNE 2020 – JULY 2020) AND OUTSTANDING CAPITAL DISBURSEMENTS as of JUNE 2020.

Discussion was held. Mayor Edd Akers 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) REVIEW OF TOURISM CONTINGENCY FUND REQUEST.

Discussion was held.

Mayor Edd Akers asked for a motion to recommend the Branson Chamber of Commerce and Convention & Visitors Bureau request for contingency funds move to the Board of Alderman for consideration. Stan Dobbins motioned to approve the request from the Branson Convention Center, seconded by Rod Romine. Ayes: 4. Noes: 0. Motion carried.

Pamela Yancey abstained from the vote due to a conflict of interest as she is a member of the Chamber of Commerce Board.

6) DISCUSSION OF S & P BOND RATING REPORT.

Jamie Rouch informed the committees that the City's bond rating has been downgraded slightly due to the COVID19 pandemic.

7) PROJECT STATUS REPORT.

Jamie Rouch presented the project status report.

8) FINANCE DIRECTOR'S REPORT.

Jamie Rouch delivered a brief report.

The next joint meeting of the Budget & Finance and Capital Committees is scheduled for Thursday, August 27th at 10:00 a.m.

The Budget & Finance Committees budget review meeting is tentatively scheduled for September 10th.

The Special Budget meeting between the Board of Alderman, Budget & Finance and Capital Committees is tentatively scheduled for September 24th.

9) ADJOURN.

Mayor Edd Akers asked for a motion to adjourn the joint meeting of the Budget & Finance and Capital Improvement Committees. The joint meeting adjourned at 11:34 a.m. on a motion by Bill Skains, seconded by Michael Pinkley. Ayes: 10, Noes: 0. Motion passed.

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A ZONING CHANGE FROM COMMUNITY COMMERCIAL (CC) TO HIGH DENSITY RESIDENTIAL (HDR) FOR THE PROPERTY LOCATED AT 340 GRETNA ROAD, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: AUGUST 25, 2020

FINAL READING: SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- Subject property is located on the east side of Gretna Road, approximately 500 feet west of Francis Street. It is approximately 4.7 acres more or less and is currently undeveloped.
- Applicant's intent is to develop affordable housing and accessory uses within the property through multiple phases. The first phase is proposed to include approximately 24, 400 square foot modular homes placed on permanent foundations, an art and woodworking studio, and community and outdoor spaces.
- Based on the proposed type of structures, their density, and the accessory uses, High Density Residential (HDR) zoning most closely aligns. While the Community Plan 2030's Preferred Land Use Plan (Figure 10) shows Core Entertainment for the property, it is in close proximity to a seam of Medium Density Residential to the east showing that a pocket of residential uses in this area of the community is feasible.
- Requested zoning will assist with the community's current need for a more diversified housing stock and provide affordable housing options that are within close walking distance to numerous job opportunities.
- Planning Commission recommends approval of the bill through Resolution ZO20-4 (20-000004) with a vote of 6-3 during their August 4, 2020 meeting.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

☒ **Recommended**
☐ **Not Recommended**
☐ **Neutral/None**

COMMUNITY PLAN 2030:

LU Strategy 5.1 – Zoning Regulations.

ATTACHED EXHIBITS:

- 1) Vicinity Maps
- 2) Planning Commission Resolution ZO20-4
- 3) Letter from Glenn P. Green
- 4) Email from Commissioner Nichols

20

1) VICINITY MAPS - AERIAL



1) VICINITY MAPS – CURRENT ZONING



N
1 inch = 200 feet
City of Branson
Planning & Development
Date: 6/26/2020

340 Gretna Rd

Agricultural	Neighborhood Commercial	Business
Conservation	Mixed-Use	Industrial
Low Density Residential	Community Commercial	Planned Development
Medium Density Residential	Downtown	Unzoned
High Density Residential	Entertainment	

1) VICINITY MAPS – PROPOSED ZONING



1 inch = 200 feet

City of Branson
Planning & Development
Date: 6/26/2020

340 Gretna Rd

Agricultural	Neighborhood Commercial	Business
Conservation	Mixed-Use	Industrial
Low Density Residential	Community Commercial	Planned Development
Medium Density Residential	Downtown	Unzoned
High Density Residential	Entertainment	

PLANNING COMMISSION

RESOLUTION NO. ZO20-4 (20-000004)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF A ZONING CHANGE FROM COMMUNITY COMMERCIAL (CC) TO HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 340 GRETNA ROAD, BRANSON, MISSOURI.

WHEREAS, a request has been initiated by Bryan Stallings on behalf of Elevate Branson for approval of a zoning change from Community Commercial (CC) to High Density Residential (HDR) zoning for the property located at 340 Gretna Road, legally described as follows:

ALL THAT PART OF THE WEST HALF (W½) OF LOT TWO (2) OF THE NORTHEAST FRACTIONAL QUARTER (NEFRL¼) IN SECTION TWO (2), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE TWENTY-TWO (22) WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1608.26 FEET WEST AND 377.88 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°46' WEST 433.22 FEET TO THE EASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD (GRETNAL ACCESS ROAD); THENCE NORTH 8°11.5' WEST ON A 19.4862 DEGREE CURVE TO THE RIGHT 40.11 FEET; THENCE NORTH 0°14' WEST 308.35 FEET; THENCE ON A 20.4608 DEGREE CURVE TO THE RIGHT 160.24 FEET; THENCE NORTH 89°46' EAST 391.38 FEET; THENCE SOUTH 0°14' EAST 500 FEET TO THE POINT OF BEGINNING; ALL IN TANEY COUNTY, MISSOURI.

WHEREAS, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for approval of a zoning change; and,

WHEREAS, a Public Hearing was held before the Planning Commission on August 4, 2020, at 7:00 PM in the Council Chambers located at 110 W. Maddux Street, Branson, Missouri; and,

WHEREAS, all required documentation and payment of the required filing fee have been received by the City of Branson.

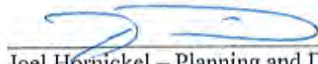
BE IT THEREFORE RESOLVED, that the Planning Commission for the City of Branson hereby recommends approval of a zoning change from Community Commercial (CC) to High Density Residential (HDR) zoning for the property located at 340 Gretna Road, Branson, Missouri.

DONE THIS 4TH DAY OF AUGUST 2020, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.



Clark Harris - Chairman

ATTEST:



Joel Hornickel – Planning and Development Director

ZO20-000004



CO-FOUNDER
THEODORE L. JOHNSON, III

MEMBERS
CRAIG F. LOWTHER
MICHAEL K. CULLY ¹
JOHN W. HOUSLEY
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RUSSELL W. COOK ^{1,2}
MATHEW L. PLACZEK
AARON M. KLUSMEYER
KYLE HARMON
GREGGORY D. GROVES

ASSOCIATES
N. AUSTIN FAX
AIMEE L. MORRISON
MEGAN N. CRESON
KEVIN A. SCHARF
B. JACOB HASKINS

OFFICE ADMINISTRATOR
DEANA THOMLINSON

¹ ALSO ADMITTED IN ARKANSAS
² ALSO ADMITTED IN KANSAS

DIRECT EMAIL
GOREEN@LOWTHERJOHNSON.COM

901 ST. LOUIS STREET
20TH FLOOR
SPRINGFIELD, MISSOURI
65806-2592
TELEPHONE :
(417) 866-7777 EXT 214
FACSIMILE :
(417) 866-1752

WEB
www.lowtherjohnson.com

August 11, 2020

Via Fax: 417-334-2391

Branson Planning Commission
110 W. Maddux St.
Suite 215
Branson, MO 65616

RE: **Ozark Plaza Development, LLC/Elevate Branson Rezoning Request**
Branson Planning Commission Project No. ZO20-4
Matter ID 13088-004

Dear Chris:

I represent Ozark Plaza Development, LLC. That company is the owner of the following parcels of land in Branson, which neighbor the property at 340 Gretna Road:

MID-TOWNE VILLAGE LOT 2 LOT 1B REPLAT OF LOT 1;
MID-TOWNE VILLAGE MID-TOWNE VILLAGE LOTS 3, 4;
MID-TOWNE VILLAGE MID-TOWNE VILLAGE LOTS 8-12.

I have been asked by my client to submit its opposition to the request by Elevate Branson for a zoning change in the above case number. The request is from Community Commercial to High Density Residential. The indication of the applicant on their submission is a plan to have multiple uses, including approximately 24 "modular homes."

While my client believes that Elevate Branson has laudable objectives to help the homeless of the Branson area, that does not mean that a zoning decision should be based merely because the applicant's goals are noble. This is not an application that would limit the use to house the homeless. If the zoning changes on this application, it appears that the property developer could have a mobile home park as part of its development.

The city's Staff Report and Recommendation for Elevate Branson's application notes that the current zoning is Community Commercial, and that the Branson Community Plan 2030's Preferred Land Use Plan shows "Core Entertainment" for the subject property. Despite these facts, however, the Staff recommended approval of the zoning change to High Density Residential because "... of its proximity to a seam of Medium Density Residential to the east." The Staff additionally justifies this recommendation by stating that "... the expansion of

GPG/13088-004/1015097

PX272195

residential uses in this area is needed and will not have a negative effect on the surrounding commercial and entertainment uses."

As the Commission is surely aware, it is generally accepted that when a municipality adopts a comprehensive plan outlining the future growth and development of the community and a zoning ordinance to implement that plan, the people have concluded that the restrictions are necessary for the public benefit and the ordinance should be observed. The common standards for zoning changes under such circumstances are as follows:

- **That the zone change is consistent with any applicable comprehensive plan for the area.** A comprehensive plan is a general plan that directs the future use and development of land. A "comprehensive plan" might state, for example, that a certain area should be preserved as low density residential. A zone change seeking high density might be inconsistent with that statement in the comprehensive plan. If a proposed zone change is not consistent with the comprehensive plan, the application should be denied. Sometimes, if a proposed zone change is inconsistent with the plan, the applicant will simultaneously seek a plan amendment that allows the zone change to be consistent with the amended comprehensive plan.
- **That there is a need for the zone change.** Sometimes this standard will require that the proponent of the change show that there has been a change in circumstances or that a mistake was made when the property was originally zoned. As an example, if there was no mistake made when the neighborhood was originally zoned, and there is sufficient land elsewhere for high density residential use, the fact the applicant wants to develop a specific piece of property may not be enough to justify a zone change, since there is no need to rezone the neighborhood.
- **That the zone change will be consistent with surrounding uses.** This may require the applicant to show the zone change will not result in property values going down, or interfere with existing development. For example, rezoning a neighborhood from low density residential to heavy industrial, when the neighborhood is surrounded by other residential uses, is likely to be found inconsistent with surrounding uses.
- **That the zone change is consistent with the orderly development of public services.** A zone change may not be appropriate in an area with no public services, especially if another part of town already has the services and can support the same type of development the proposed zone change will allow. Such requirement may also require the applicant to show that the zone change will not significantly impact traffic.

It is clear that the proposed use of the subject parcel by Elevate Branson is not even close to that specified under the current zoning, which provides as follows:

*"• **Community Commercial.** Community commercial is larger retail, shopping and office uses that are intended to serve as destinations for the greater community, sometimes region. Commercial properties within this category will vary in their size and scale of development. The building footprints and total building area are larger than neighborhood commercial buildings and are higher intensity centers. The existing pattern of development and intensity within the Community Commercial zones vary greatly; therefore both vertical and horizontal mixed use is encouraged. Higher density development is encouraged to support their*

role as a City destination. Community Commercial uses and activity centers should be concentrated at high traffic intersections, connected via transportation and bicycle networks. Community commercial uses include: big box retail, inline retail, shopping malls, mixed-use developments, offices, and restaurants, etc."

It is acknowledged in the attachments on the staff report that all the immediately surrounding properties also have Community Commercial zoning. Therefore, the applicant is in essence requesting a "spot zoning" for its property. Missouri court cases hold that if the basis of spot zoning for a different use is arbitrary and unreasonable and made for the sole benefit of the private interests of the owner, it is invalid. If the spot zoning is in accord and in harmony with the comprehensive zoning plan and is done for the public good, i.e., to serve one or more of the purposes of the enabling statute, and so bears a substantial relationship to the public health, safety, morals and general welfare, it is valid. Treme v. St. Louis County, 609 S.W.2d 706, 713 (Mo.App.1980).

In applying the approval criteria, the weaknesses in Elevate Branson's application are evident, and the applicant cannot demonstrate compliance with some or all of the approval criteria.

Zoning changes are often part of a jurisdiction's comprehensive plan, which lays out the proposed or planned development within the jurisdiction's boundaries. Comprehensive plans describe a jurisdiction's goals for growth and development and provide a legal basis for all land use regulations and decisions. In fact, Branson's Community Plan specifically states:

"The Community Plan is the City's policy manual for use in the daily planning decisions regarding growth, development, and provides direction for current and future development within the City limits."

Ozark Plaza Development, LLC has been holding its tracts of land for future development. It has done so with the understanding as to the allowed uses for its property and the surrounding properties under the Zoning Regulations. Elevate Branson should have also been well-aware of the zoning restrictions on its property at the time of acquisition. Branson's Community Plan specifically provides that:

"Property owners and developers use the Community Plan as a guide to making informed decisions about how their property might fit into the City's vision."

The Community Plan goes on to provide that:

"The Preferred Land Use Plan will be used by staff, the Planning and Zoning Commission, and the City Council as a guide during review of development requests."

The Preferred Land Use Plan is described in the City's Community Plan as follows:

"The Preferred Land Use Plan depicts land uses geographically dispersed throughout the city based upon policies and strategies in this document. The Preferred Land Use Plan uses the existing land use and zoning as a baseline. The uses respect existing land uses, assuming they will not

change much over the next 20 years, and are more specific than the existing zoning categories. The plan applies a land use on each of the priority infill areas (planned development, vacant and agricultural property) based upon future residential and non-residential demand projections, land suitability and community preferences. The land suitability analysis highlighted where each use would be best suited physically within the City which helped inform the land use in the infill areas."

It is our position that the Zoning Staff has failed to follow the above provisions in making a recommendation to approve the zoning change requested by Elevate Branson. This is clear by the Staff's justification for its recommendation being based upon its claimed proximity to medium density housing to the east, yet ignoring that my client owns the property immediately east of the subject parcel and does not have any residential development. Additionally, the Staff claims that an "expansion of residential uses in this area is needed...." This is despite the fact that the Community Plan 2030's Preferred Land Use Plan specifically designates "Core Entertainment" for the subject property. "Core Entertainment" is defined as the following uses:

"Core Entertainment District (76 Country Blvd.) The Core Entertainment District will continue to be the number one activity center in the future 2030 vision of Branson. The district frames 76 Country Blvd. that is the primary transportation corridor, connecting the core of the downtown to the larger community west of U.S. Highway 65. It is the entrance and main gateway into Branson. The Entertainment District encompasses entertainment (theaters, museums, go-cart racing, etc.), lodging accommodations and retail uses. The district will be revitalized over time through redevelopment, building rehabilitation and infill development. The Entertainment District will be a priority for public investment in an effort to revitalize and encourage new investment into the area. New buildings will be high quality and distinctive to add visual interest and to complement existing development."

Nowhere does this designated area under the Community Plan 2030 indicate that High Density Housing is part of the Plan. Therefore, the Staff's recommendation completely ignores the Preferred Land Use Plan. The Preferred Land Use Plan was based upon an analysis of the best suitability of uses for each geographic area. The Planning Staff should not be able to replace that analysis with its own opinions on a case-by-case analysis to change the Preferred Land Use Plan.

Furthermore, the recommendation by the Planning Staff is inconsistent with the City's Action Plan specified in the Community Plan. The specific provisions to plan for housing requirements of special populations such as "attainable" (meaning affordable) housing have already been established.:

"Action 1.2.3- Plan for the housing requirements of special populations (attainable, middle and upper-income, retirement, workforce) within the community. Disperse these facilities in appropriate locations throughout the residential areas of the City rather than clustering them in one location." (emphasis added).

It is clear that the decision has already been made that attainable/affordable housing is to be dispersed through residential areas. The recommendation of the Planning Staff is inconsistent with that Action Plan item. It is also inconsistent with the general goal of affordable housing advocates to place affordable housing in areas of higher-income housing so that you do not establish areas of a town that are viewed as the "bad side of town," like has been done in so many communities across the country.

Finally, my client takes exception to the Planning Staff's conclusion that the re-zoning application will not have a negative effect on the surrounding commercial and entertainment uses. My client submits that if the proposed re-zoning is approved to allow mobile homes that it will directly result in a negative effect on the desirability of its parcels of land for future development. Many developers will be unwilling to invest substantial sums of money to build a commercial or entertainment use on my client's properties if there is a mobile home park adjoining or in the immediate vicinity. Since the goal of the Core Entertainment district is for new buildings to "... high quality and distinctive to add visual interest and to complement existing development..." that goal will not be achieved on the applicant's land with a mobile home park and will likely impossible to achieve the neighboring parcels such as my client's. Less this be viewed as mere speculation, my client has already incurred substantial expenses cleaning up trash and other debris from "campers" who are served by the applicant's existing clientele. My client fears that will be magnified by increasing the volume of people using the applicant's land.

Based upon the application being inconsistent with the Community Plan adopted by the city of Branson, we request that the Commission overrule the Planning Staff's recommendation on the above Application and deny Elevate Branson's rezoning request.

If the Commission has any questions, or desires an appearance on this matter, please let me know and I will be happy to accommodate.

Very truly yours,

LOWTHER JOHNSON
Attorneys at Law, LLC



Glenn P. Green

GPG:cam

cc: Ozark Plaza Development, LLC

4) EMAIL FROM PLANNING COMMISSIONER NICHOLS

From: Bob Nichols <bobnicholsemail@gmail.com>
Sent: Monday, August 10, 2020 9:43 AM
To: Stanley Dobbins <sdobbins@bransonmo.gov>
Cc: Chena Simmons <csimmons@bransonmo.gov>
Subject: PROPOSE ZONING CHANGE ON GRETNA RD

Stan,

Thank you for looking this over.

Below this writing, please find the first of many comments from stakeholders in Branson. I plan to forward more to you as they come in.

At our last Planning and Development Commission meeting we only had one issue. Changing a chunk of Gretna Road from Community Commercial to High Density Residential. I spoke with every land owner having property that borders this parcel.

The P & D meeting was held via ZOOM and most of them were unaware. I believe this ZOOM meeting deprived them of being able to express their opinions.

Telling me they could not speak at this meeting with such late notice, several stakeholders asked me to read their comments at our Commission meeting and I did. These properties completely surround the parcel in question. I read copious approved notes of opposition from multiple conversations with:

Hughes Bros Theater
Chinese Acrobats Gilley Theater (Their GM was very vocal, but the Chinese Owners later wished to hold back comment)
David Faria - Musicland Campgrounds - Owns Campground)
Steve Faria - Musicland Campground - Owns land under Campground)
Chris Haik - Her 17 ac Gretna Commercial property borders this parcel on two sides
Clinto O'conner - Owns the corner across from the back entrance to White Water
Semnil Kemar - Owner of 7 Pillars LLC Hotel (directly across the street)

Every one of them expressed strong opposition to this change for obvious reasons. They bought "Commercial" property and believe that rezoning this neighboring property would devalue their own land and businesses. It was passed at P&Z by a 5 to 3 vote.

I believe this indigent camp to be a good idea, but this appears to be an absolutely untenable location.

Gretna Rd is a main tourism thoroughfare leading to multiple attractions, shopping and several of Branson's biggest theaters.

The proposal calls for 48, 400 sq ft tiny homes to be located on 5 acres of Gretna Rd Frontage.

As I said, the entirety of this part of Gretna is zoned Community Commercial and these folks want it to stay that way.

Bob Nichols
Branson Since 1979
417-593-3418

To whom it may concern:

We purchased the land at 500 Gretna Road a couple of years ago adjacent to the property that's wanting to change the zoning. We purchased this because it was commercial real estate lot not far from hwy 76, in hopes of putting a business on it. We have always dreamed of moving to Branson. My wife and I are in our mid 40's and planned on building a business on the land so that we could work it ourselves and move there within the next 5 years. This zoning change will effect our dreams of that happening. This was the first piece of property that we could afford that wasn't too far from the strip. We won't be able to financially afford to purchase another plot of land that close to the strip and afford to put a business on it within that time frame or possibly never be able to afford it. Land is expensive in Branson so it won't come easy for us to make our dreams a reality if you allow the zoning to change. On behalf of my wife and myself, we are asking you to please make the decision against changing the zoning so that we may be able to fulfill our lifelong dream and become residents of your beautiful town.

**Thank you,
Clinton and Stephanie O'Connor**

Sent from my iPhone

Bob Nichols
Branson Since 1979
417-593-3418

BILL NO. 5852

ORDINANCE NO. _____

AN ORDINANCE APPROVING A ZONING CHANGE FROM COMMUNITY COMMERCIAL (CC) TO HIGH DENSITY RESIDENTIAL (HDR) FOR THE PROPERTY LOCATED AT 340 GRETNA ROAD, BRANSON, MISSOURI.

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

Section 1: The following tract of land situated in Branson, Missouri, is hereby rezoned High Density Residential (HDR) District:

See Exhibit A

Section 2: The Official Zoning Map of the City of Branson is hereby amended in respect to the changes in the zoning district of the area described above.

Section 3: Severability Clause. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or major sections, sentences, clauses or phrases be declared invalid.

Section 4: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

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

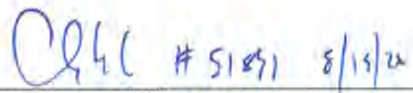
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

 #51831 8/15/20

Chris Lebeck #51831
City Attorney

EXHIBIT A

ALL THAT PART OF THE WEST HALF ($W\frac{1}{2}$) OF LOT TWO (2) OF THE NORTHEAST FRACTIONAL QUARTER ($NE\frac{1}{4}$) IN SECTION TWO (2), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE TWENTY-TWO (22) WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1608.26 FEET WEST AND 377.88 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH $89^{\circ}46'$ WEST 433.22 FEET TO THE EASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD (GRETN A ACCESS ROAD); THENCE NORTH $8^{\circ}11.5'$ WEST ON A 19.4862 DEGREE CURVE TO THE RIGHT 40.11 FEET; THENCE NORTH $0^{\circ}14'$ WEST 308.35 FEET; THENCE ON A 20.4608 DEGREE CURVE TO THE RIGHT 160.24 FEET; THENCE NORTH $89^{\circ}46'$ EAST 391.38 FEET; THENCE SOUTH $0^{\circ}14'$ EAST 500 FEET TO THE POINT OF BEGINNING; ALL IN TANEY COUNTY, MISSOURI.

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE ADDENDUM TO THE CONTRACT WITH ENTERPRISE FLEET MANAGEMENT PERTAINING TO COMMERCIAL AUTOMOBILE LIABILITY INSURANCE FOR MEDIUM AND HEAVY DUTY VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: AUGUST 25, 2020 **FINAL READING:** SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- This addendum makes it clear what insurance levels are required for all medium-duty vehicles, whereas the original agreement lists only specific states.
- The city currently leases at least one medium-duty vehicle through the current agreement.
- The city currently maintains higher than stated liability coverage amounts listed in the addendum; the city maintains \$11 million in umbrella coverage, while the agreement only stipulates \$5 million.
- The addendum does not result in any added expense for insurance rates.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- ☒ Recommended
☐ Not Recommended
☐ Neutral/None

COMMUNITY PLAN 2030: Good Governance – Provides assurance of regulatory and policy compliance to minimize and mitigate risk.

ATTACHED EXHIBITS:

BILL NO. 5853

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ADDENDUM TO THE CONTRACT WITH ENTERPRISE FLEET MANAGEMENT PERTAINING TO COMMERCIAL AUTOMOBILE LIABILITY INSURANCE FOR MEDIUM AND HEAVY DUTY VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson has an existing contract with Enterprise Fleet Management for the leasing of fleet vehicles; and

WHEREAS, the addition of medium duty vehicles to the city's fleet requires additional liability insurance requirements; and

WHEREAS, the Board of Aldermen desires to approve the addendum to 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 addendum to the contract with Enterprise Fleet Management for commercial automobile liability insurance for medium and heavy duty vehicles 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__.

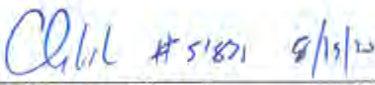
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 20__.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney



**MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(LIABILITY COVERAGE)**

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

26,001-33,000 GVWR: a minimum of \$2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

33,001+ GVWR: a minimum of \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: City of Branson, MO

Signature: _____

By: _____

Title: _____

Address: 110 W Maddux
Branson, MO 65616

Date Signed: _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: Jesse Sparks

By: Jesse Sparks

Title: Finance Manager

Address: 5359 Merriam Dr
Merriam, KS 66203

Date Signed: July 29, 2020

APPROVED AS TO FORM:

QQL #51151 7/31/20

STAFF REPORT

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

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: AUGUST 25, 2020 **FINAL READING:** SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- The Water Sewer Department budgeted funds in the 2020 capital budget for the Cliff Drive Water Plant Clearwell Sealing. Due to COVID and the financial state of the City, the difficult decision was made to remove capital expenditures as a part of cost saving efforts.
- The Water Sewer Department has requested this project move forward with the following explanation:
- The clearwells are used to contain up to 160,000 gallons of treated drinking water prior to conveyance to the water distribution system.
- The clearwells, one of which was installed in 1964 and the second in 1982 are still structurally sound; however, as with concrete structures, cracks are beginning to form within the exterior solid pour outer walls and the interior block baffle walls.
- Repair of cracks and voids that are beginning to form and an overall seal coat of the interior wall and floor surfaces will assure continued protection of the processed drinking water. Without proper maintenance of the structure at this time, there is potential for deterioration that could lead to structural issues and possible contamination of the finished water.
- The Cliff Drive facility was taken offline in March to prepare for the sealing work. This project was placed on hold in late March due to revenue concerns surrounding the COVID-19 pandemic. With the condition of the facility clearwells staff elected to keep the facility offline with a hopeful expectation adequate revenues would allow the project to proceed later in the year.
- If the Board of Aldermen elects to appropriate these funds, the fund balance in the Water Sewer Internal Service Fund will be lowered to cover these amounts.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- ☐ Recommended
- ☐ Not Recommended
- ☒ Neutral/None *JA*

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

ATTACHED EXHIBITS:

BILL NO. 5854

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE WATER SEWER INTERNAL SERVICE FUND.

WHEREAS, Section 2-418 of the Branson Municipal code states that any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen; and

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

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

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

Water Sewer Internal Service Fund

	<u>Increase</u>
601-0750-510-9011 (Water Sewer Internal Service Fund) WS2005	\$55,000
Fund Balance (Internal Service Fund)	(\$55,000)

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

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

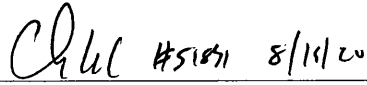
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF CIMCO INDUSTRIAL, LLC TO REPAIR AND SEAL THE INTERIOR OF THE CLIFF DRIVE WATER TREATMENT FACILITY CLEARWELLS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: AUGUST 25, 2020

FINAL READING: SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- Nine bids were received on February 21, 2020, for the repair and sealing of the interior of two concrete clearwell structures located at the City's Cliff Drive Water Treatment Plant. The clearwells are used to contain up to 160,000 gallons of treated drinking water prior to conveyance to the water distribution system.
- The clearwells, one of which was installed in 1964 and the second in 1982 are still structurally sound; however, as with concrete structures, cracks are beginning to form within the exterior solid pour outer walls and the interior block baffle walls.
- Repair of cracks and voids that are beginning to form and an overall seal coat of the interior wall and floor surfaces will assure continued protection of the processed drinking water. Without proper maintenance of the structure at this time, there is potential for deterioration that could lead to structural issues and possible contamination of the finished water.
- Staff recommends award of a contract to Cimco Industrial, LLC. in an amount not to exceed \$55,000.00 for the repair and sealing of the concrete clearwell interior surfaces. All materials submitted by Cimco meet bid specifications. The contractor will provide a ten-year warranty on workmanship and materials.
- Funds are available in the Utilities Department internal service fund to cover this expense.

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:

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF CIMCO INDUSTRIAL, LLC. TO REPAIR AND SEAL THE INTERIOR OF THE CLIFF DRIVE WATER TREATMENT FACILITY CLEAR WELLS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

Bid results are as follows:

<u>Bidder</u>	<u>Repair, preparation and sealing of concrete surfaces</u>
Cimco Industrial LLC.	\$ 55,000.00
Thomas Industrial Coatings	\$ 67,040.00
CCIMW Custom Coatings	\$ 79,340.00
Cunningham Sand Blasting& Painting Co.	\$ 79,950.00
Bazin Painting Company	\$ 88,980.00
Genesis Environmental Solutions	\$118,548.00
Hogan's Inc.	\$126,760.00
Insco Industries	\$147,490.00
R.P. Coatings	\$164,000.00

The Cliff Drive facility was taken offline in March to prepare for the sealing work. This project was placed on hold in late March due to revenue concerns surrounding the COVID-19 pandemic. With the condition of the facility clearwells staff elected to keep the facility offline with a hopeful expectation adequate revenues would allow the project to proceed later in the year. After careful evaluation of water and sewer revenues and expenditures, it is now possible to proceed with this project and allow the facility to be placed back in service. A budget amendment for \$55,000 is also being brought forward to re-establish the budget for this expense.

BILL NO. 5855

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF CIMCO INDUSTRIAL, LLC TO REPAIR AND SEAL THE INTERIOR OF THE CLIFF DRIVE WATER TREATMENT FACILITY CLEARWELLS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson received bids for the repair and sealing of the interior of the Cliff Drive Water Treatment Facility Clearwells; and

WHEREAS, a contract to perform the necessary design with HDR Engineering, 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 Cimco Industrial, LLC. for Cliff Drive Clearwell Sealing in the amount not to exceed \$55,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

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

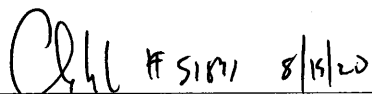
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 20____.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

Master Contract Number: _____

SERVICES CONTRACT

THIS CONTRACT made and entered into this 17 day of March, 2020, by and between the City of Branson, Missouri (the "City") and Cimco Industrial LLC ("Service Provider").

WITNESSETH: _____

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

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

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

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

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

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

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

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2020**.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for

payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. Payment.

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Fifty Five Thousand Dollars (\$55,000.00)**, all of which is **dependent upon budget appropriations**.

8. Termination of Contract.

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

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

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

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of

Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

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

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

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

contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products

hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

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

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

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

SERVICE PROVIDER:

By: Garrett Stipes 03/17/2020
(Signature) Date

Name: Garrett Stipes
(Printed Name)

Title: Owner

Company Name: Cimco Industries

Address: 32207 S. Hwy 69

Big Cabin, OK 74332

Phone: 918-530-9794

E-Mail: gstipes@cimcoindustries.com

Tax ID: 83-1646533

CITY OF BRANSON, MISSOURI

E. Edd Akers
Mayor Date

ATTEST:

Lisa K Westfall
City Clerk Date

APPROVED AS TO FORM:

Chris Lebeck #51831 3/1/20
Chris Lebeck #51831
City Attorney Date

Cimco Industrial, LLC
32207 S. Hwy 69
Big Cabin, OK 74332

SCOPE OF WORK

1. Purpose: Cimco Industrial, LLC shall furnish all labor, materials, transportation, equipment and supplies necessary for the preparation, repairing, and sealing of a concrete slab, concrete walls and concrete block baffle system on two (2) clear well water storage tank structures located at the Cliff Drive Water Treatment Plant in Branson, MO per the following general requirements.

General Requirements:

2. Essential Duties and Responsibilities:

- 2.1 Cimco Industrial, LLC shall provide the material and workmanship necessary to repair, and seal the interior of the concrete slab, concrete walls and concrete block baffle system. All preparation of work and sealant shall be implemented in accordance with the selected manufacturer's specifications and instructions and shall be performed in a manner satisfactory to the City.
- 2.2 Cimco Industrial, LLC shall be responsible to fully inform themselves of the project requirements and obtain full understanding of the elements of work to be performed within this project.
- 2.3 Cimco Industrial, LLC agreed to come to the work site and visit the work needed to be performed to assure a proper bid.
- 2.4 City of Branson Insurance requirements were to be presented and approved before the visit of the work site. All City of Branson insurance requirements can be acquired by calling 417-243-2731.
- 2.5 All sealant material shall be brought to the job site in the original sealed and labeled containers provided by the sealant manufacturer and shall be subject to inspection by the City. Cimco Industrial, LLC shall submit to the city, immediately upon completion of the project, certification from the sealant manufacturer indicating that the quantity and quality of the sealant purchased is sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.
- 2.6 No work shall be performed prior to 7:00 a.m. or after 5:00 p.m. Normal working days shall be Monday thru Friday. No work shall be allowed without prior permission from the City to work on weekends or holidays.

- 2.7 Cimco Industrial, LLC is solely and exclusively responsible for construction means, methods, technologies and site safety.
 - 2.8 The City shall provide water and electricity at no cost to the Cimco Industrial, LLC, needed for all repairs, and or sealant work performed. Utilities will furnish a water meter to measure water amount consumed if necessary.
 - 2.9 Any difficulties shall be reported to the Utilities Director immediately.
 - 2.10 The Utilities Director has the right to reject any unsatisfactory work performed. Corrective action must immediately be taken by the Cimco Industrial, LLC.
 - 2.11 Upon receipt of Notice to Proceed, Cimco Industrial, LLC shall have one hundred twenty (120) days to complete all repairs, prep work, sealant and clean up.
3. Contractor Qualifications:
 - 3.1 Cimco Industrial, LLC shall provide information of similar work performed and references for the last five (5) projects performed to be considered for award of this project.
 - 3.2 The City reserves the right to reject any bid if after investigation of the provided information, the contractor fails to satisfy the City of proper qualifications to carry out the obligations of the contract or to complete the work described herein.
4. Concrete Surface Preparations:
 - 4.1 Cimco Industrial, LLC shall thoroughly clean all concrete surfaces to remove all scale, film, dirt and any other contaminate or existing condition that will prohibit proper performance of the new coating system with a solution of ½ gallon bleach and 4 ½ gallons of water to the area allowing it to stand at least 3 minutes before using a high pressure washer to clean the surface (repeat application if needed). Allow the substrate to dry thoroughly before application of the coating system.
 - 4.2 Cimco Industrial, LLC may hand tool, sand or wire brush surfaces to accomplish the required preparation. All voided areas must be filled with Masonry Patching Compound (minimum 4000 psi strength) and cured to manufactures recommendation before coating application.
5. Sealant Coating Systems – Application
 - 5.1 Cimco Industrial, LLC shall apply sealant in strict accordance with the applicable manufactures printed data sheet and container label, utilizing recommended minimum and maximum surface and air temperatures requirements for application.

- 5.2 Sealant shall not be applied to wet or damp surfaces.
- 5.3 All sealant shall be applied at the specified thickness. If specified thickness is not obtained, an additional coat(s) shall be applied.
- 5.4 Sealant shall be ANSI/NSF Standard 61 approved for submersible potable water applications. Sealant must be elastomeric to withstand temperature changes. Low VOC's, no more than 50 grams per liter or less is required.

6. Concrete Clear Well

- 6.1 The two (2) Clear wells that are in need of being repaired and sealed are each approximately 28ft wide x 46ft long x 8ft 8inches high. The concrete block baffle walls are each approximately 24ft long x 8ft 8 inches high. There are 3 concrete block baffle walls per clear well.
- 6.2 Prior to preparation all concrete surfaces must be inspected for concrete deterioration and exposed rebar. Any failing concrete materials shall be removed and those areas shall be repaired by Cimco Industrial, LLC to the original concrete form.
- 6.3 Cimco Industrial, LLC shall contain all cleaning materials and sealant materials so that the area is kept neat and clean.
- 6.4 Concrete coatings of masonry patching compound shall be applied at the manufacturer's specified thickness to assure a durable coating system.

7. Safety:

- 7.1 Cimco Industrial, LLC shall exercise at all times, every safety precaution to protect persons and properties near and adjacent to work being performed.
- 7.2 All applicable safety guidelines, rules, laws and ordinances shall be strictly observed. Cimco Industrial, LLC shall abide by all safety standards and regulations, including but not limited to those established by EPA and OSHA.
- 7.3 Cimco Industrial, LLC shall follow all safety requirements when performing work, including all climbing and ladder use procedures.
- 7.4 Cimco Industrial, LLC shall assure use of all applicable Personal Protective Equipment (PPE) by their employees and any subcontractors.
- 7.5 Cimco shall provide at all times, adequate pedestrian control. This shall include, but is not limited to, installation of necessary signs, barricades, fencing, etc.

- 7.6 Cimco Industrial, LLC and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, County and City regulations and any other applicable rules and regulations. Cimco Industrial, LLC 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.
8. Site Clean-up:
- 8.1 Cimco Industrial, LLC is responsible for cleanup of material from the job site to prevent clutter during the performance of work and following completion of work.
- 8.2 Waste materials generated as a result of work performed by contractor shall be removed from the site by contractor and disposed of in a manner complying with all local ordinances and regulatory laws.
9. Warranty: Cimco Industrial, LLC must provide the City written documentation to warranty each sealed component for a minimum of ten (10) years against deterioration of concrete repair and failure of sealant product.
10. Invoicing: The City agrees to pay the Cimco Industrial, LLC in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Cimco Industrial, LLC and subject to approval by the requesting department that Cimco Industrial, LLC fully performed the work satisfactorily.
11. Subcontracting: Cimco Industrial, LLC must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Cimco Industrial, LLC must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.
12. Investigation of Conditions: Before submitting a bid, Cimco Industrial, LLC agreed to carefully examine the site of the work, and fully inform themselves to the conditions of the equipment and limitations. Cimco Industrial, LLC must use such methods and means to carry out his work so as to cause minimal interruption or interference with City business.

PRICING PAGE

Cimco Industrial, LLC provided pricing information as specified below for all labor, materials, transportation, equipment, and supplies necessary for the preparation, sealing and repair of all concrete substrate in a clear well water storage tank structure in accordance with the terms and conditions of this contract.

	Price
001. Cost for all sealant and materials for all concrete surfaces.	\$ 7,500 L/S
002. Cost for all concrete and block repair materials.	\$ 2,000 L/S
003. Cost for labor to clean and apply all sealant on all concrete surfaces.	\$ 40,200 L/S
004. Cost for labor to repair all concrete and block.	\$ 5,300 L/S

The above pricing information is hereby provided in accordance with the terms and conditions of this Request for Bid.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING AN AMENDMENT TO THE CONTRACT WITH CDW GOVERNMENT, LLC PERTAINING TO THE PURCHASE OF COMPUTER HARDWARE AND SOFTWARE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: IT DEPARTMENT

FIRST READING: SEPTEMBER 8, 2020

FINAL READING: SEPTEMBER 22, 2020

EXECUTIVE SUMMARY:

- The following agreement is with CDW Government (CDWG) to enable the purchase of necessary technology related items required to service the city's various departments.
- This contract modification increases the total not to exceed amount by \$40,000. This increase is necessary due to the unplanned procurement of laptops, mobile devices, and secondary authentication licensing as a result of COVID-19 response. Reimbursement of funds expended for COVID-19 related expenses via the CARES ACT.
- The contract also enables the purchase of computer hardware, network hardware, and required maintenance on hardware and software implemented throughout the city's network infrastructure. This includes items such as Cisco switches, routers, wireless, firewalls, servers, and the VoIP telephone system.
- The City of Branson is a member of the National IPA cooperative purchasing authority. CDWG is authorized to sell technology hardware and software based on pricing defined by the National IPA contract. (Contract No. 2018011-01)
- Municipalities can often obtain better and lower bids on supplies by utilizing cooperative bidding opportunities. This can be achieved because vendors are able to supply materials at a reduced cost as a result of the combined purchasing power of government entities.
- It should be noted that while this agreement provides the ability to make purchases utilizing the cooperative purchasing contract, department staff perform price comparisons prior to making purchases to ensure fiscal responsibility.
- The total not-to-exceed amount on this agreement is up to \$170,000. However, there is no minimum purchase required. Funds for this contract are included in the 2020 budget appropriations.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- ☒ Recommended
- ☐ Not Recommended
- ☐ Neutral/None

A handwritten signature in black ink, appearing to be "J. D.", is written next to the "Not Recommended" option.

COMMUNITY PLAN 2030: W3.1

ATTACHED EXHIBITS

BILL NO. 5856

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONTRACT WITH CDW GOVERNMENT, LLC PERTAINING TO THE PURCHASE OF COMPUTER HARDWARE AND SOFTWARE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, in accordance with City of Branson's purchasing procedures, the City is allowed to utilize the state bids for purchasing municipal equipment; and

WHEREAS, CDWG is authorized through a cooperative purchasing agreement with National IPA for computer hardware and software needed by the City; and

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

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

Section 1: The Board of Aldermen hereby approves an amendment to the contact with CDW Government, LLC pertaining to the purchase of computer hardware and software for an amount not to exceed \$170,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney

Sub-Contract Number: _____

AMENDMENT TO CDW GOVERNMENT, LLC COMMODITIES CONTRACT

Originally entered into between City of Branson and CDW Government, LLC
on the 12th day of November, 2019, reference Master Contract Number C2020-0058.

This Amendment to the CDW Government, LLC Commodities Contract (ORIGINAL CONTRACT) is entered into and made effective this 20 day of August, 2020 by and between the City of Branson (the "City") and CDW Government, LLC ("Seller"). All terms and conditions of the ORIGINAL CONTRACT shall have the same meaning, unless specifically defined herein.

WHEREAS, this Amendment is for additional expense.

NOW THEREFORE, in consideration herein, the parties hereby agree as follows:

- 1) This Amendment shall be added to the ORIGINAL CONTRACT attached hereto as Exhibit "1".
- 2) The amount of this Amendment will be **Fifty Thousand Dollars (\$50,000.00)** making the contract total compensation not to exceed amount **One Hundred Seventy Thousand Dollars (\$170,000.00)**.
- 3) Except as otherwise provided for in this Amendment, all of the other terms of the ORIGINAL CONTRACT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SELLER

By:  8.12.2020
(Signature) Date

Name: Anup sreedharan
(Printed Name)

Title: 230 N. Milwaukee

Company Name: Address: Vernon Hills, IL
60061

Phone: 312.7051873

E-Mail: anusree@cdw.com

Tax ID: 36-4230110

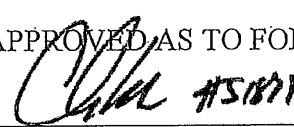
CITY OF BRANSON, MISSOURI

E. Edd Akers
Mayor Date

ATTEST:

Lisa K. Westfall
City Clerk Date

APPROVED AS TO FORM:

 #51831 8/6/20
Chris Lebeck #51831 Date
City Attorney

APPROVED AS TO FORM:

 #51831 8/15/20
City Attorney

Master Contract Number: C2020-0058

PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this 12th day of November, 2019, by and between the City of Branson, Missouri (the "City") and CDW Government, LLC ("Seller").

WHEREAS, the City of Mesa, Arizona extended Request for Proposal #2018011 ("RFP") for information technology hardware and software on September 20, 2017; and

WHEREAS, from that RFP the City of Mesa, Arizona negotiated and executed a national procurement contract on March 1, 2018 with Seller, and

WHEREAS, the City of Branson desires to purchase and the Seller agrees to sell to the City information technology hardware and software through the terms and conditions of that national procurement contract at the price and quantities referenced through that contract referenced in Exhibit A;

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **information technology hardware and software, from a date beginning on January 1, 2020 to a date ending December 31, 2020.**

2. **Quantities to be Purchased and Purchase Price.**

- a. The City agrees to purchase and the Seller agrees to sell information technology hardware and software at the prices and quantities articulated in the national procurement contract referenced by the Information Technology Solutions & Services Executive Summary (**Exhibit A**).
- b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
- c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **One Hundred Twenty Thousand Dollars (\$120,000.00)**, all of which is **dependent upon budget appropriations.**

3. **Delivery and Shipment.**

- a. The Seller is responsible for the costs of shipment.
- b. Time is of the essence with respect to each shipment.

- c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
 - d. Deliveries are to be made to: **110 W. Maddux Street, Suite 311, Branson, Missouri 65616.**
- 4. **Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.
- 5. **Inspection and Acceptance.**
 - a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
 - b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
 - c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.
- 6. **Warranty.**
 - a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
 - b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
 - c. Any implied warranties are not altered by this written contract.
 - d. Additional terms: N/A.
- 7. **Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
- 8. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the

event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

9. **Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.
10. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
11. **Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
12. **Termination of Contract.** The City reserves the right to terminate the contract at any Time if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City. In the event of such termination, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby.
13. **Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
14. **Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
15. **Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.

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

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

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

SELLER:

By: [Signature]

(Signature)

Date

11/13/19

Name: BRIAN FISHER

(Printed Name)

Title: SR. Manager, Program Sales

Company Name: CDW Government LLC

Address: 230 N. Milwaukee

VERNON HILLS, IL 60061

Phone: 312.775.3385

E-Mail: brianfis@cdwg.com

Tax ID: 36-4230110

CITY OF BRANSON, MISSOURI

[Signature]

E. Edd Akers

Date

11/26/19

ATTEST:

[Signature]

Lisa K Westfall

City Clerk

Date

11/26/19

APPROVED AS TO FORM:

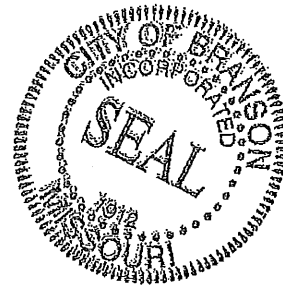
[Signature]

Chris Lebeck #51831

City Attorney

Date

10/2/19





Information Technology Solutions & Services
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: # 2018011

RFP Issued: September 20, 2017

Pre-Proposal Date: October 3, 2017

Response Due Date: October 23, 2017

Proposals Received: 11



Awarded to:

The City of Mesa, AZ Department of Procurement issued RFP # 201811 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 "NATIONAL CONTRACT REQUIREMENTS":

NATIONAL CONTRACT REQUIREMENTS. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate — New Orleans, LA
- New Jersey Herald, NJ
- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudvara
- Connection Public Sector Solutions
- Hye Tech
- Hypertech
- Office Depot
- PCMG
- POP
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW-G and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and CDW-G successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

Contract includes:

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging

Term:

Initial five-year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025.

Pricing/Discount:

CDW-G offers a percent off catalog pricing by category. Refer to pricing document for complete details.

National IPA Web Landing Pages:

<http://www.nationalipa.org/Pages/Contracts-search.aspx?k=cdwg>



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A SERVICES CONTRACT WITH HIGHWAY SAFETY SOLUTIONS PERTAINING TO REPAIR AND REPLACEMENT OF GUARDRAIL IN VARIOUS LOCATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS DEPARTMENT

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

EXECUTIVE SUMMARY:

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

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

☒ Recommended
☐ Not Recommended
☐ Neutral/None

COMMUNITY PLAN 2030: Governance/Transportation/Community

ATTACHED EXHIBITS:

BILL NO. 5857

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SERVICES CONTRACT WITH HIGHWAY SAFETY SOLUTIONS PERTAINING TO REPAIR AND REPLACEMENT OF GUARDRAIL IN VARIOUS LOCATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

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

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

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

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

Section 1: The Board of Aldermen hereby approves a services contract with Highway Safety Solutions pertaining to the repair and replacement of guardrail at various locations for a total not to exceed amount of \$18,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".

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

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

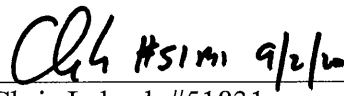
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 20____.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

Master Contract Number: _____

SERVICES CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and Highway Safety Solutions ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on the execution date of this contract to a date ending September 7, 2021.**

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for

payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. Payment.

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Eighteen Thousand Dollars (\$18,000.00)**, all of which is dependent upon budget appropriations.

8. Termination of Contract.

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

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

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

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of

Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

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

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

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

contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products

hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By: [Signature] 22 AUG 20
(Signature) Date

E. Edd Akers
Mayor

Date

Name: STEVE EASTON
(Printed Name)

Title: OWNER

ATTEST:

Company Name: Highway Safety Solutions

Lisa K Westfall
City Clerk

Date

Address: 5618 S. ELMIRA AVE.
SPRINGFIELD, MO 65810

Phone: 417 686 5344

APPROVED AS TO FORM:

E-Mail: steaston@aol.com

[Signature] #51831
Chris Lebeck #51831
City Attorney

8/11/20
Date

Tax ID: 75-3029012

Highway Safety Solutions
5618 S. Elmira
Springfield, MO 65810

SCOPE OF WORK

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

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

Pricing Page

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

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

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



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING AN AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR BRIDGE DECK REPAIR ON ROUTE 65 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS/ENGINEERING DEPARTMENT

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

EXECUTIVE SUMMARY:

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

FINANCIAL IMPACT:

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

COMMUNITY PLAN 2030: TR1.1.1/4.4.1

ATTACHED EXHIBITS:

STAFF RECOMMENDATION:

☒ X Recommended
☐ Not Recommended
☐ Neutral/None

ITEM/SUBJECT: **READING OF A BILL APPROVING AN AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR BRIDGE DECK REPAIR ON ROUTE 65 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

DETAILED ANALYSIS:

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

BILL NO. 5858

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR BRIDGE DECK REPAIR ON ROUTE 65 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

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

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

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute the Agreement with the Missouri Highway and Transportation Commission pertaining to bridge deck repair in the form attached as Exhibit "1".

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

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

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

ATTEST:

Lisa K Westfall
City Clerk

E. Edd Akers
Mayor

APPROVED AS TO FORM:



Chris Lebeck #51831
City Attorney

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

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

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT**

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

WITNESSETH:

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

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

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

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

Total improvement approximately 1000'

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

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

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

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

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

(8) RIGHT-OF-WAY ACQUISITION:

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

(9) UTILITY RELOCATION:

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

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

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

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

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

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

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

(10) LIGHTING

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

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

(12) DRAINAGE:

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

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

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

(15) MAINTENANCE:

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

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

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

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

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

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

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

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

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

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

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

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

(23) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

Facsimile No: 417-335-4354

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

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

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

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

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

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

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

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

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

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[City of Branson]

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: Q/LC #5177 8/25/20

Title: CITY ATTORNEY

Ordinance Number _____

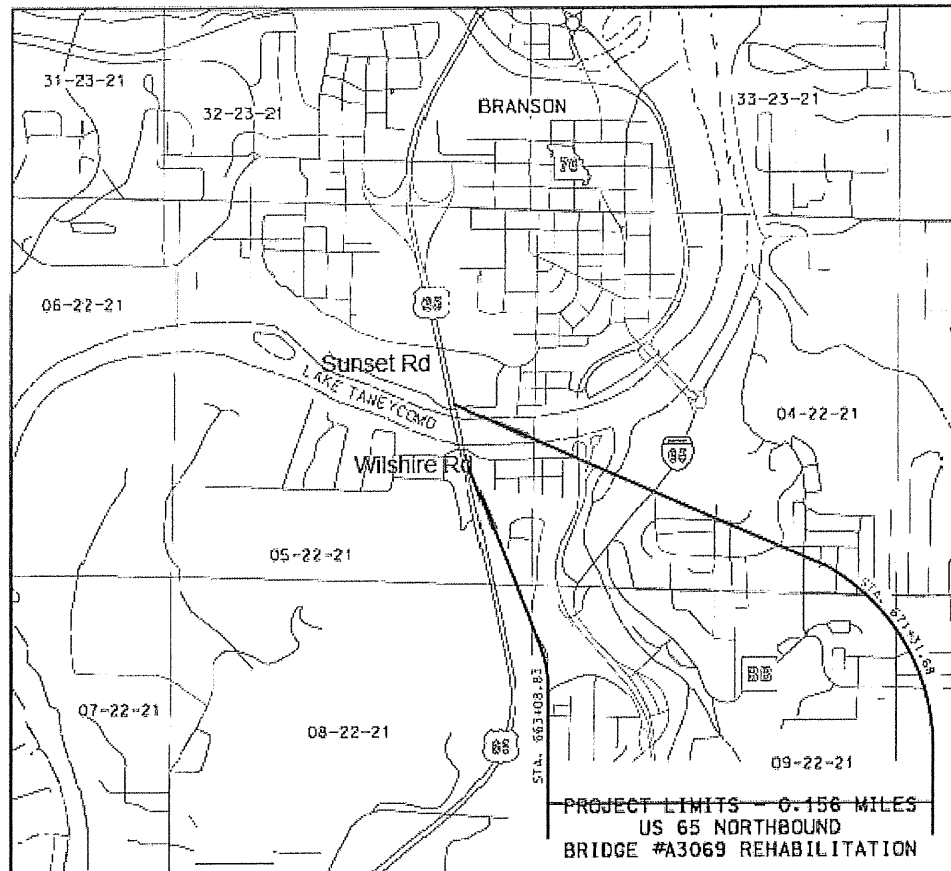


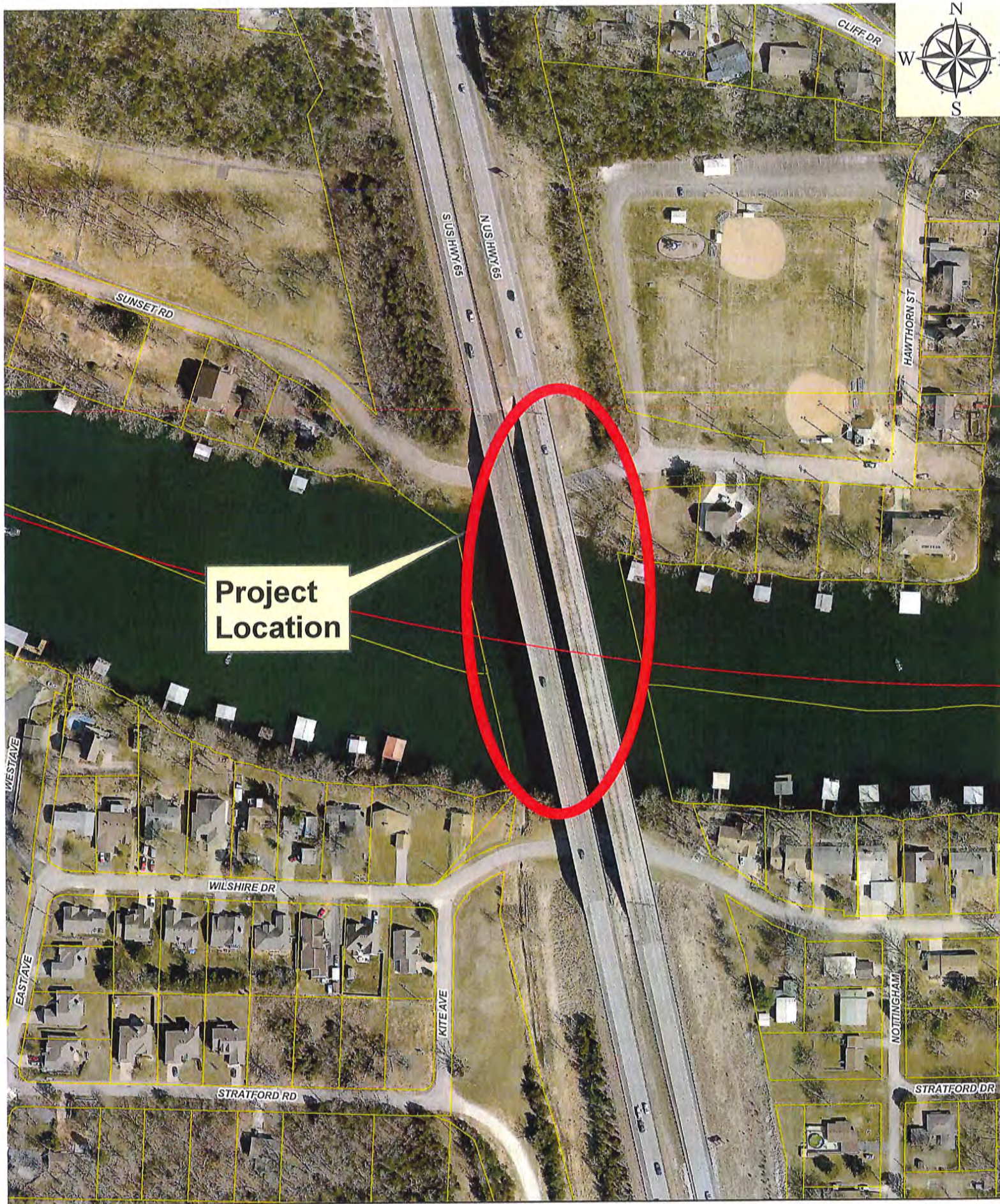
SHOWING LOCATION
OF TANEY COUNTY

STATE HIGHWAY 65

TANEY COUNTY

Exhibit A





Location Map

200 100 0 200 Feet



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



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE CONTRACT WITH CHEMTRADE CHEMICALS US, LLC FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

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

EXECUTIVE SUMMARY:

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

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- ☒ Recommended
☐ Not Recommended
☐ Neutral/None

COMMUNITY PLAN 2030: E1 3

ATTACHED EXHIBITS:

BILL NO. 5859

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CONTRACT WITH CHEMTRADE CHEMICALS US, LLC FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

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

WHEREAS, Chemtrade Chemicals US, LLC. has been recommended for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby approves the contract with Chemtrade Chemicals US, LLC for water coagulant in the amount not to exceed \$68,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

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

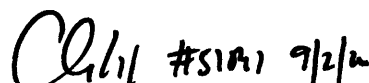
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 20____.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

 #51831 7/2/22
Chris Lebeck #51831
City Attorney

Master Contract Number: _____

SERVICES CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Chemtrade Chemicals US, LLC** ("Service Provider").

WITNESSETH:

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

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

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2021**.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for

Chemtrade Chemicals US, LLC

payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. Payment.

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixty Eight Thousand Dollars (\$68,000.00)**, all of which is dependent upon budget appropriations.

8. Termination of Contract.

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

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

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

9. Conflicts. Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of

Chemtrade Chemicals US, LLC

Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

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

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

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

contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products

hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

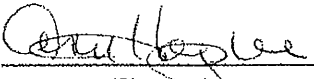
22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By:  8/26/20
(Signature) Date

E. Edd Akers
Mayor Date

Name: ANN HOPLER
(Printed Name)

Title: MARKETING SPECIALIST

ATTEST:

Company Name: CHEMTRADE CHEMICALS US LLC

Lisa K Westfall
City Clerk Date

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

Phone: 800-441-2659

APPROVED AS TO FORM:

E-Mail: BIDS@CHEMTRADELOGISTICS.COM

 8/11/20
Chris Lebeck #51831 Date
City Attorney

Tax ID: 74-3104940

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

SCOPE OF WORK

1. Purpose: Chemtrade Chemicals US, LLC agrees to provide water/wastewater treatment chemicals for the period of August 1, 2020 through December 31, 2021 prices must remain firm through the contract period.
2. General Requirements:
 - 2.1 All gases and chemicals must be of acceptable quality.
 - 2.2 If, at any time Chemtrade Chemicals US, LLC fails to meet or correct problems, involving safety, product quality or equipment, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such a manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and Chemtrade Chemicals US, LLC will be liable for excess costs incurred.
 - 2.4 Prior to acceptance of a water treatment coagulant, the city will evaluate the coagulant's effect on the treatment process through field testing including, but not limited to, filter performance and run time, floc size, feed rates, backwash rates, etc. Unit pricing must include technical support from the chemical Contractor, if needed, up to 40 hours per year for the coagulant bid accepted
 - 2.5 All pricing must include shipping costs* and the waiving of all cylinder, drum, and carboy deposits.
 - 2.6 All chemicals must be priced by the pound (as applicable on a dry weight or wet weight basis), according to the basis shown on the pricing page including all shipping costs* for product delivered to various plants located in Branson, MO. (* Shipping costs shall include all cost related to the delivery and unloading of product to the proper place in the various locations, additions i.e. fuel surcharges, handling fees etc. will not be accepted.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected.
 - 2.7 **Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the insurance requirements outlined in section 16 of the Terms and Conditions.**
 - 2.8 The City agrees to maintain an inventory of cylinders, drums and carboy containers, where applicable, to be returned to the appropriate Contractor upon request and will assume responsibility for any lost or stolen cylinders.

- 2.9 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.
- 2.11 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type	Estimated Annual Usage
Water Treatment Coagulant (Liquid Bulk) Hyperion 1090 or approved equal through field testing by City personnel prior to bid opening. (Pricing must be on wet weight basis)	225,000 lbs.

PRICING PAGE

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

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



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL REPEALING ORDINANCE NO. 2020-0087 AND RE-ESTABLISHING THE ANNUAL LEVY OF A PROPERTY TAX FOR GENERAL REVENUE IN THE CITY OF BRANSON, MISSOURI, A CITY OF THE FOURTH CLASS.

INITIATED BY: FINANCE DEPARTMENT

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

EXECUTIVE SUMMARY:

- The county clerk provides the City with pre-Board of Equalization (BOE) numbers for the City to calculate a possible levy change.
- A notification is published in the local newspaper for a public hearing concerning the proposed property tax levy.
- The rate published was \$0.6277. The City cannot levy a tax rate any higher than what is published, but can levy a lower rate.
- The final BOE numbers were approved by the Missouri State Auditor. The post BOE rate of \$0.5688 was passed by the Board.
- An amendment to the post BOE calculation resulted in a rate change. The corrected rate is \$0.6128, which is lower than the originally published rate.

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

ATTACHED EXHIBITS:

**ITEM/SUBJECT: READING OF A BILL REPEALING ORDINANCE NO. 2020-0087
AND RE-ESTABLISHING THE ANNUAL LEVY OF A PROPERTY
TAX FOR GENERAL REVENUE IN THE CITY OF BRANSON,
MISSOURI, A CITY OF THE FOURTH CLASS.**

DETAILED ANALYSIS:

The governing board is required to hold a public hearing prior to setting the 2020 tax levy rate, which will be collected in the 2021 budget year. A public hearing notification was published at a tax rate of \$0.6277 per \$100 assessed valuation (AV). This rate is determined using numbers prior to Board of Equalization (BOE). The City's 2019 tax rate was \$0.6077 per \$100 (AV).

The City cannot levy a tax rate any higher than what is proposed at the Public Hearing (the City can go lower).

BILL NO. 5860

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 2020-0087 AND RE-ESTABLISHING THE ANNUAL LEVY OF A PROPERTY TAX FOR GENERAL REVENUE IN THE CITY OF BRANSON, MISSOURI, A CITY OF THE FOURTH CLASS.

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

- Section 1: This ordinance repeals and replaces Ordinance No. 2020-0087 which established a levy of \$0.5688 on the one hundred (\$100.00) of assessed valuation be levied upon all taxable property within the corporate limits of the City of Branson for general purposes.
- Section 2: This ordinance re-establishes a levy of \$0.6128 on the one hundred (\$100.00) of assessed valuation be levied upon all taxable property within the corporate limits of the City of Branson for general purposes. This rate reflects an amendment to the post BOE calculations.
- Section 3: A public hearing was held on August 11, 2020 at the rate published at \$0.6277. The re-established levy rate is lower than this amount.
- Section 4: The Collector of Revenue of Taney County, acting for the City of Branson, Missouri will be notified that this levy upon property has been made and the same will be assessed against all taxable property in the city of Branson, Missouri.
- Section 5: This ordinance shall be in full force and effect from and after its passage and approval.

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

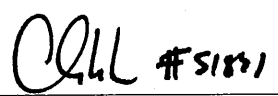
Read this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson Missouri, on this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

 #51831 9/3/20

Chris Lebeck #51831
City Attorney

STAFF REPORT

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

INITIATED BY: FINANCE DEPARTMENT

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

EXECUTIVE SUMMARY:

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

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

☒ Recommended
☐ Not Recommended
☐ Neutral/None



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

ATTACHED EXHIBITS:

BILL NO. 5861

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE GENERAL FUND AND THE CONVENTION CENTER FUND.

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

WHEREAS, it is necessary to adjust monies for the General Fund and the Convention Center Fund in the 2020 budget.

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

Section 1: The following amendment is authorized to adjust monies in the 2020 budget of the General Fund and the Convention Center Fund.

General Fund and Convention Center Fund

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

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

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CPL #5181 9/3/20

Chris Lebeck #51831
City Attorney

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL EXTENDING ORDINANCE 2020-0072 TO SLOW THE COMMUNITY SPREAD OF COVID-19.

INITIATED BY: EMERGENCY MANAGEMENT DIRECTOR | LEGAL DEPARTMENT

FIRST READING: SEPTEMBER 8, 2020

FINAL READING: SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- In a joint press conference with Governor Parson on August 18, 2020, President Trump's top coronavirus expert and member of the White House Coronavirus Task Force, Dr. Deborah Birx stated that the locations of COVID-19 outbreaks across the country has changed significantly since the spring and is no longer isolated to just the large metropolitan areas stating "[t]his particular outbreak that began after Memorial Day was really a reflection of Americans moving into summer and traveling around the country."
- During that press conference, Dr. Birx reiterated the need for masking and social distancing stated that "[w]e need every American and everybody in Missouri to be wearing a mask and socially distancing." She went on further to state, "[t] doesn't matter if you're a Democrat or a Republican. You need to wear a mask and socially distance."
- During the meeting with Governor Parson, Dr. Birx discussed implementing a statewide mandate similar to one employed in the State of Texas, where a county requires masks to be worn if there are 20 active COVID-19 cases. Governor Parson said it was a 'great' model, but did not commit to employing a similar model for Missouri. Instead, Governor Parson indicated that he supports local cities in enacting their own mask mandates, and called for more personal responsibility. "Just because masks aren't mandated everywhere doesn't mean you shouldn't wear one," Parson said.
- Since the mask mandate has gone into effect on July 31st, 2020 for the City of Branson, Taney County has seen a downward trend in COVID-19 cases, as shown in Exhibit "1".
- Staff is requesting a double read on this item.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

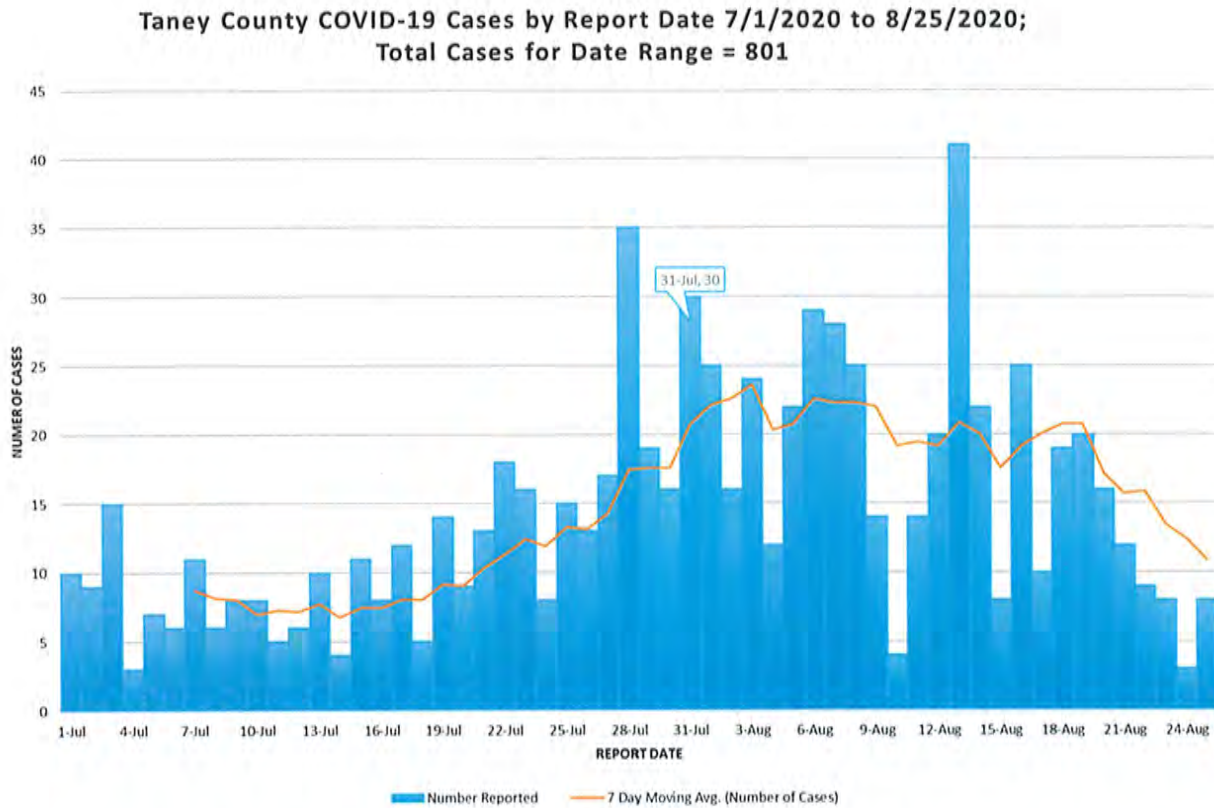
- ☒ Recommended
☐ Not Recommended
☐ Neutral/None

SD

COMMUNITY PLAN 2030: C-1: Public Safety

ATTACHED EXHIBITS: Exhibit "1" - Seven Day Moving Average COVID-19 Case Count
Exhibit "2" - Cox Health Positivity Data

Exhibit “1” – Seven Day Moving Average COVID-19 Case Count

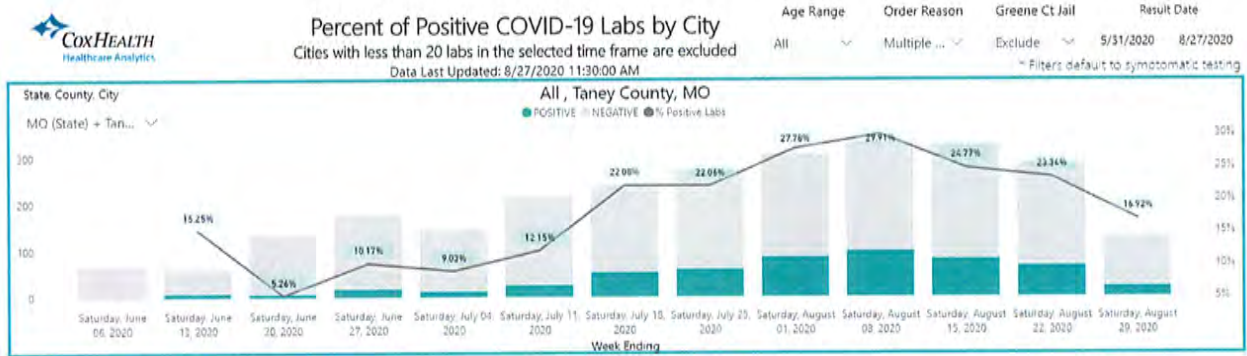


Note: A moving average is a technique to get an overall idea of the trends in a data set and is used for forecasting long-term trends. Used with time series data to it can smooth out short-term fluctuations in the data and highlight longer-term trends or cycles. A seven-day moving average takes the count for any given day and the counts for each of the six preceding days and averages the data together. So, the calculation for the moving average for July 31st includes the active user counts from July 25th thru July 31st.

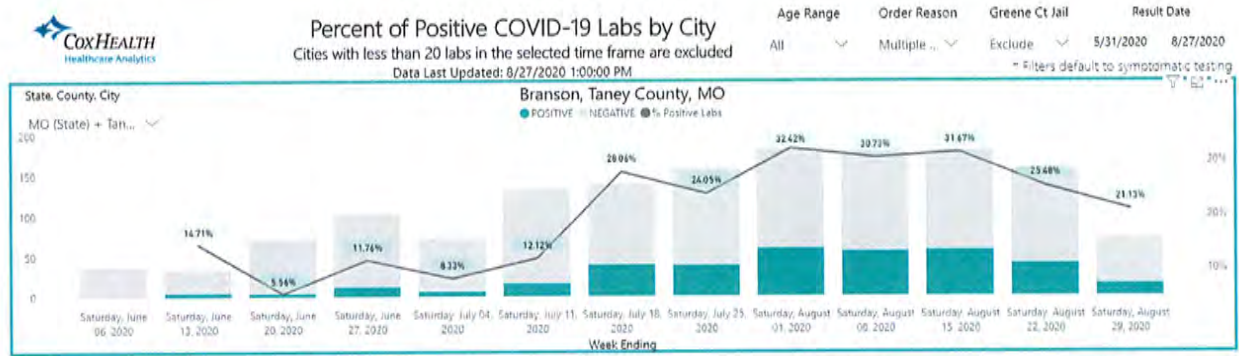
Exhibit "2" – Cox Health Positivity Data

EXHIBIT 2 – COX HEALTH POSITIVITY DATA REGARDING COVID-19

TANEY COUNTY



BRANSON



1 **BILL NO. 5862**

ORDINANCE NO. _____

2
3
4 **AN ORDINANCE EXTENDING ORDINANCE 2020-0072 TO SLOW THE COMMUNITY**
5 **SPREAD OF COVID-19**
6 _____

7
8 **WHEREAS**, the Board of Aldermen adopt the “WHEREAS” paragraphs from Ordinance 2020-
9 0072 and incorporate herein; and

10
11 **WHEREAS**, on July 28, 2020, after its passage by the Board of Aldermen and approval by the
12 Mayor, the provisions of Ordinance 2020-0072 were made a part of the Branson Municipal Code;
13 and

14
15 **WHEREAS**, on July 28, 2020, Ordinance 2020-0072, included a timing component in Section 3
16 that it would remain in effect until September 8, 2020, at 11:59 PM at which time the provisions
17 contained in the ordinance would be repealed in their entirety; and

18
19 **WHEREAS**, the Board of Aldermen find based on the evidence presented that the use of face
20 coverings and accompanying provisions passed in Ordinance 2020-0072 have had and continue to
21 have a positive effect in slowing the community spread of COVID-19 amongst the citizens of
22 Branson; and

23
24 **WHEREAS**, the Board of Aldermen wish to extend the Sections of Ordinance 2020-0027 to
25 continue to combat the spread of COVID-19.

26
27 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE**
28 **CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

29
30 Section 1: That the provisions of Section 2 of Ordinance 2020-0072 that have been adopted as
31 a part of the Branson Municipal Code shall not be repealed at 11:59 PM on September 8, 2020,
32 and instead shall remain in full force and effect from and immediately after the passage by the
33 Board of Aldermen and approval by the Mayor of this ordinance and until such further action is
34 taken by the Board of Aldermen upon approval by the Mayor.

35
36
37 Read, this first time on this _____ day of _____, 20____.

38
39
40 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of
41 Branson, Missouri on this _____ day of _____, 20____.

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ATTEST:

Lisa K Westfall
City Clerk

E. Edd Akers
Mayor

APPROVED AS TO FORM:

 8/24/2020

Chris Lebeck #51831
City Attorney

PREPARED 08/07/2020 11:02:52
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08072020 BRSNSDB

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	08/21/2020
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	2020/08
Payment date	08/07/2020

Sum
8/7/20

PREPARED 08/07/2020,11:02:52
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 08/21/2020 PAYMENT DATE: 08/07/2020

PAGE 1

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001414	00	AISLING LLC						
0015336		OL	01	08/03/2020	240-0000-220.01-07	Tourism Bond Refund	100.00	
						VENDOR TOTAL *	100.00	
0006258	00	AMERICAN FIDELITY - FLEX						
20200805		PR0805	01	08/05/2020	501-0000-201.10-31	PAYROLL SUMMARY	3,102.01	
						VENDOR TOTAL *	3,102.01	
0006038	00	ANTHEM LIFE INSURANCE COMPANY						
6432191		004751	01	08/04/2020	501-0000-201.10-21	AUG 2020 LIFE INS PREMIUM	5,024.54	
						VENDOR TOTAL *	5,024.54	
0006039	00	BEN E. KEITH FOODS, INC						
64812605		PI2716 034545	01	07/15/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	394.55	
64815768		PI2717 034545	01	07/17/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	425.72	
64820522		PI2718 034545	01	07/22/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	229.16	
64822701		PI2719 034545	01	07/24/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	216.39	
64826984		PI2720 034545	01	07/28/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	329.45	
						VENDOR TOTAL *	1,595.27	
0000003	00	CAPUTO, TERRY						
07312020		004756	01	08/04/2020	105-4121-530.40-13	2-YR BOOT REIMBURSEMENT	150.00	
						VENDOR TOTAL *	150.00	
0001373	00	CDW GOVERNMENT LLC						
ZHC2504		PI2701 034539	01	06/30/2020	101-1014-510.20-70	VEEAM BACKUP OFF 365 MANT	4,998.00	
ZKB9703		PI2711 034539	01	07/10/2020	101-1095-510.40-01	COVID-1 LAPTOP,30 DOCK ST	6,050.00	
ZKB9714		PI2712 034539	01	07/10/2020	101-1095-510.40-01	COVID-30 DOCKING STATIONS	4,650.00	
ZKC6491		PI2713 034539	01	07/11/2020	101-1095-510.40-01	COVID-30 LAPTOPS	34,950.00	
ZKK1532		PI2714 034539	01	07/13/2020	101-1095-510.40-01	COVID-28 LAPTOPS	39,200.00	
ZLZ5286		PI2715 034539	01	07/21/2020	101-1095-510.40-01	COVID-1 LAPTOP	1,400.00	
						VENDOR TOTAL *	91,248.00	
0000003	00	CLAUDE, ERVIN						
07312020		004755	01	08/04/2020	105-4121-530.40-13	2-YR BOOT REIMBURSEMENT	150.00	
						VENDOR TOTAL *	150.00	
0001175	00	CONNELL INSURANCE, INC						
08052020		004764	01	08/05/2020	101-1095-510.20-48	CYBER LIAB 8/17/20-7/1/20	22,176.45	
						VENDOR TOTAL *	22,176.45	
0000373	00	COX MEDICAL CENTER BRANSON AND						
06262020		004732	01	08/04/2020	262-2022-520.20-43	PHYSICAL-C FOSTER	371.97	
						VENDOR TOTAL *	371.97	
0006390	00	DONALD A. HOROWITZ,						
20200805		PR0805	01	08/05/2020	501-0000-201.10-19	PAYROLL SUMMARY	87.32	
						VENDOR TOTAL *	87.32	
0001655	00	FAMILY SUPPORT PAYMENT CENTER						

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 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001655	00	FAMILY SUPPORT PAYMENT CENTER						
20200805	PR0805		01	08/05/2020	501-0000-201.10-19	PAYROLL SUMMARY	1,681.55	
						VENDOR TOTAL *	1,681.55	
0000577	00	FIREMAN'S FUND						
20200805	PR0805		01	08/05/2020	501-0000-201.10-18	PAYROLL SUMMARY	111.64	
						VENDOR TOTAL *	111.64	
0000003	00	GUENIN, DAN						
07312020	004754		01	08/04/2020	105-4121-530.40-13	2-YR BOOT REIMBURSEMENT	124.59	
						VENDOR TOTAL *	124.59	
0000212	00	KIMBERLING CITY TIRE CO						
1-GS55543	PI2686		01	07/22/2020	101-0000-130.60-04	TIRE INVENTORY	477.44	
						VENDOR TOTAL *	477.44	
0001982	00	LARSON FARM & LAWN INC						
10817259	PI2732		01	07/20/2020	101-0000-130.60-04	FUEL PUMP	148.81	
10817259	PI2787 034966		01	07/20/2020	105-4110-530.40-41	FUEL PUMP	15.38	
						VENDOR TOTAL *	164.19	
0000740	00	MO DIV OF EMPLOYMENT SECURITY						
06302020J	004744		01	08/04/2020	101-4111-530.10-24	2ND QTR 2020 UNEMPLOYMENT	2,080.90	
06302020N	004748		01	08/04/2020	101-5010-510.10-24	2ND QTR 2020 UNEMPLOYMENT	1,455.54	
06302020I	004743		01	08/04/2020	105-4110-530.10-24	2ND QTR 2020 UNEMPLOYMENT	5,128.00	
06302020	004734		01	08/04/2020	105-4121-530.10-24	2ND QTR 2020 UNEMPLOYMENT	4,242.50	
06302020A	004735		01	08/04/2020	230-1510-540.10-24	2ND QTR 2020 UNEMPLOYMENT	1,210.73	
06302020C	004737		01	08/04/2020	230-1530-540.10-24	2ND QTR 2020 UNEMPLOYMENT	2,686.38	
06302020D	004738		01	08/04/2020	230-1560-540.10-24	2ND QTR 2020 UNEMPLOYMENT	112.28	
06302020P	004750		01	08/04/2020	230-1579-540.10-24	2ND QTR 2020 UNEMPLOYMENT	385.12	
06302020E	004739		01	08/04/2020	230-1580-540.10-24	2ND QTR 2020 UNEMPLOYMENT	679.79	
06302020L	004746		01	08/04/2020	230-1581-540.10-24	2ND QTR 2020 UNEMPLOYMENT	1,755.29	
06302020F	004740		01	08/04/2020	230-1582-540.10-24	2ND QTR 2020 UNEMPLOYMENT	337.17	
06302020G	004741		01	08/04/2020	230-1589-540.10-24	2ND QTR 2020 UNEMPLOYMENT	56.14	
06302020B	004736		01	08/04/2020	262-2010-520.10-24	2ND QTR 2020 UNEMPLOYMENT	960.00	
06302020H	004742		01	08/04/2020	262-2022-520.10-24	2ND QTR 2020 UNEMPLOYMENT	1,973.56	
06302020M	004747		01	08/04/2020	263-3011-520.10-24	2ND QTR 2020 UNEMPLOYMENT	81.36	
06302020O	004749		01	08/04/2020	620-4415-570.10-24	2ND QTR 2020 UNEMPLOYMENT	1,936.22	
06302020K	004745		01	08/04/2020	620-4420-570.10-24	2ND QTR 2020 UNEMPLOYMENT	4,391.48	
						VENDOR TOTAL *	29,472.46	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
07212020	PI2727 034647		01	07/21/2020	101-1012-510.20-11	JUDGE SERVICES 7/21/20	1,200.00	
						VENDOR TOTAL *	1,200.00	
0000669	00	MOTOROLA						
16083661	004731		01	08/04/2020	262-2022-520.40-26	RADIO CARRY CASES	3,318.00	
						VENDOR TOTAL *	3,318.00	
0006397	00	MPUA RESOURCE SERVICE CORP						

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 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006397	00	MPUA RESOURCE SERVICE CORP						
118		004733	01	08/04/2020	620-4320-570.20-30	RRA-ERP TOOLKIT	3,750.00	
						VENDOR TOTAL *	3,750.00	
0006367	00	OFFICE OF CHILD SUPPORT ENFORCEMENT						
20200805		PR0805	01	08/05/2020	501-0000-201.10-19	PAYROLL SUMMARY	252.00	
						VENDOR TOTAL *	252.00	
0004767	00	OUTDOOR WARNING CONSULTING LLC						
07092020		PI2730 034959	01	07/09/2020	263-3031-520.20-99	WHELEN SIREN MAINT/REPAIR	1,050.00	
07152020		PI2731 034959	01	07/15/2020	263-3031-520.20-99	WHELEN SIREN MAINT/REPAIR	675.00	
						VENDOR TOTAL *	1,725.00	
0000320	00	PIPPIN WHOLESALE CO						
N832165		004752	01	08/04/2020	101-0600-510.20-82	HAND SANITIZER DISPENSERS	100.00	
R832100A		PI2728 034917	01	07/31/2020	230-1580-540.40-03	CLEANING SUPPLIES	100.00	
X831481		PI2721 034552	01	07/24/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	402.42	
R831779		PI2722 034552	01	07/27/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	371.60	
R832100		PI2723 034552	01	07/31/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	399.87	
R832477		PI2724 034552	01	08/03/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	288.35	
R832840		PI2725 034552	01	08/07/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	238.63	
						VENDOR TOTAL *	1,900.87	
0006287	00	SANDERS, BUCK LAYTON						
07272020		004760	01	08/04/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0006383	00	SEYMOUR, JOE						
07272020		004761	01	08/04/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	45.00	
						VENDOR TOTAL *	45.00	
0006272	00	SWIFT, AMANDA						
07272020		004759	01	08/04/2020	230-1555-540.20-13	YOUTH BASEBALL OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0000411	00	TANEY CO RECORDER OF DEEDS						
06022020		004757	01	08/04/2020	101-5010-510.20-38	LEZAH/FALL CREEK EASEMENT	64.00	
						VENDOR TOTAL *	64.00	
0000461	00	TRI-LAKES MOTORS, INC						
172596		PI2735	01	07/22/2020	101-0000-130.60-04	PAD SET/KIT, ROTOR BRAKES	1,136.96	
172696		PI2742	01	07/27/2020	101-0000-130.60-04	EVAPORATOR, COOLER CNDNSR	839.70	
414244		PI2788 034968	01	07/10/2020	105-4110-530.20-54	UNIT 271 SERVICE	47.95	
414454		PI2789 034968	01	07/14/2020	105-4110-530.20-54	UNIT 448 SERVICE	47.95	
414226		PI2790 034971	01	07/09/2020	105-4110-530.20-54	UNIT 200 SEAT PROGRAMMING	112.00	
414449		PI2791 034971	01	07/14/2020	105-4110-530.20-54	UNIT 289 KEY RPLC, PRGRM	205.95	
414546		PI2792 034971	01	07/16/2020	105-4110-530.20-54	UNIT 367 KEY RPLC, PRGRM	225.95	
						VENDOR TOTAL *	2,616.46	
0005155	00	UNITED WAY OF THE OZARKS						

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PROGRAM: GM339L
CITY OF BRANSON, MISSOURI
OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
AS OF: 08/21/2020 PAYMENT DATE: 08/07/2020

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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
0005155	00	UNITED WAY OF THE OZARKS						
20200805		PR0805	01	08/05/2020	501-0000-201.10-30	PAYROLL SUMMARY	37.10	
						VENDOR TOTAL *	37.10	
0002637	00	US POSTAL SERVICE						
08042020		004758	01	08/04/2020	101-0000-130.60-03	JULY 2020 POSTAGE USAGE	4,672.10	
						VENDOR TOTAL *	4,672.10	
0000003	00	WIENEKE, BRIAN						
07312020		004753	01	08/04/2020	105-4121-530.40-13	2-YR BOOT REIMBURSEMENT	150.00	
						VENDOR TOTAL *	150.00	
						TOTAL EXPENDITURES ****	175,887.96	
						GRAND TOTAL *****		175,887.96

PREPARED 08/07/2020 11:06:09
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08072020 BRSNSDB

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	08/21/2020
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	2020/08
Payment date	08/07/2020

Sum 8/7/20

PREPARED 08/07/2020,11:06:09

EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L

AS OF: 08/21/2020 PAYMENT DATE: 08/07/2020

CITY OF BRANSON, MISSOURI

OZARK MOUNTAIN BANK VENDOR

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
8888888	00	AGW INVESTMENT PROPERTIES						
000051955		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	BAILEY, SHEILA						
000048319		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	BARNES, RICK						
000048937		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	42.18	
						VENDOR TOTAL *	42.18	
8888888	00	BISHOP, DONALD R.						
000010353		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	6.92	
						VENDOR TOTAL *	6.92	
8888888	00	BORDERS, JOHN W						
000040345		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	11.82	
						VENDOR TOTAL *	11.82	
8888888	00	BOUSHEHRI, AFSHIN						
000045901		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	30.79	
						VENDOR TOTAL *	30.79	
8888888	00	BOUSHEHRI, FARZAD						
000011811		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	18.91	
						VENDOR TOTAL *	18.91	
8888888	00	BOUSHEHRI, FARZAD FRED						
000047809		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.19	
						VENDOR TOTAL *	28.19	
8888888	00	BOYER, GARY W & VICTORIA						
000045963		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	15.93	
						VENDOR TOTAL *	15.93	
8888888	00	BROOK, VALERIE						
000044813		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	38.39	
						VENDOR TOTAL *	38.39	
8888888	00	BRUNENN, STEVE & DELISA						
000045005		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	50.41	
						VENDOR TOTAL *	50.41	
8888888	00	BURRESS, BRENDA						
000051005		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.19	
						VENDOR TOTAL *	28.19	
8888888	00	CARROLL, DOYLE G						

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8888888	00	CARROLL, DOYLE G						
000035179		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	6.92	
						VENDOR TOTAL *	6.92	
8888888	00	CERNY, OTTO & JOYCE D.						
000008831		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	CHAMBERS, CHRISTENE						
000049919		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	COATE, MARY J						
000041163		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	COLLINS BROTHERS LLC						
000046979		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.88	
						VENDOR TOTAL *	28.88	
8888888	00	COMPTON, SUSAN D						
000049493		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	89.15	
						VENDOR TOTAL *	89.15	
8888888	00	CORTEZ, RAFAEL & LILIANA						
000044701		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	13.53	
						VENDOR TOTAL *	13.53	
8888888	00	CRAFTON, CRYSTAL						
000040037		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	DANIELS, MIKE						
000047561		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	57.82	
						VENDOR TOTAL *	57.82	
8888888	00	FARMER, ALYSSA						
000051923		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	42.08	
						VENDOR TOTAL *	42.08	
8888888	00	FAUSETT, SHAWN						
000049311		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	24.33	
						VENDOR TOTAL *	24.33	
8888888	00	FORD, DANIEL						
000055337		UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	30.76	
						VENDOR TOTAL *	30.76	
8888888	00	FRAZIER, MICHAEL						

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8888888	00	FRAZIER, MICHAEL						
000027673		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	31.24	
						VENDOR TOTAL *	31.24	
8888888	00	GARCIA, MICHAEL						
000044593		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	17.48	
						VENDOR TOTAL *	17.48	
8888888	00	GETHING, WILLIAM & KAREN						
000047381		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	9.84	
						VENDOR TOTAL *	9.84	
8888888	00	GINGRICH, RYAN						
000054425		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	22.49	
						VENDOR TOTAL *	22.49	
8888888	00	GOETSCH, JACQUELINE K						
000046087		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	3.97	
						VENDOR TOTAL *	3.97	
8888888	00	GOFF, COURTNEY						
000052597		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	49.41	
						VENDOR TOTAL *	49.41	
8888888	00	GOODALL, DOUGLAS						
000052439		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	GREAT BRANSON CABINS LLC						
000038181		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	33.44	
						VENDOR TOTAL *	33.44	
8888888	00	GUIDED HOME PROPERTIES, LLC						
000049995		UT	01	08/03/2020	620-0000-202.11-05	FINAL CHECK REFUND	75.00	
						VENDOR TOTAL *	75.00	
8888888	00	H & D REAL ESTATE PARTNERS LLC						
000047129		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	55.51	
						VENDOR TOTAL *	55.51	
8888888	00	HACKNEY, RAY						
000043855		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	HARRIS, ELLA						
000051721		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	HARVEY, BARBARA						

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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8888888	00	HAYNES, BRUCE						
000002673		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	6.92	
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8888888	00	HENSON, BLAKE						
000053977		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	HODGES, TIMOTHY & BETH						
000044791		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	19.33	
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8888888	00	HOGAN, MIKE						
000048201		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	39.87	
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8888888	00	HOOD, CRYSTAL						
000054803		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	.51	
						VENDOR TOTAL *	.51	
8888888	00	HOUTCHINS, TIMOTHY J.						
000002897		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	6.92	
						VENDOR TOTAL *	6.92	
8888888	00	HUBZ ADVENTURES LLC						
000047359		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	HUSTON, CARL & TRECIA						
000053029		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	HUTCHINSON, CHRIS						
000047107		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	.89	
						VENDOR TOTAL *	.89	
8888888	00	JOHNSON, CAITLIN						
000053225		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	19.48	
						VENDOR TOTAL *	19.48	
8888888	00	JONES, ASHLEY						
000054245		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	5.28	
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8888888	00	JORDAN, RITA						

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8888888 000051539	00 UT	JORDAN, RITA	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	26.05	
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8888888 000049087	00 UT	JUDGE, DOUG	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	42.18	
					VENDOR TOTAL *	42.18	
8888888 000046631	00 UT	KING, BARRY	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	19.38	
					VENDOR TOTAL *	19.38	
8888888 000051283	00 UT	KIRKLAND, LISA	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
					VENDOR TOTAL *	28.43	
8888888 000055021	00 UT	KRAUS, AUSTIN	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	31.73	
					VENDOR TOTAL *	31.73	
8888888 000048547	00 UT	KTL INVESTMENTS LLC	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
000048547	UT		01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	12.25	
					VENDOR TOTAL *	40.68	
8888888 000040479	00 UT	LACY, KAREN	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	39.80	
					VENDOR TOTAL *	39.80	
8888888 000054529	00 UT	LINDSEY, MATT	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	62.65	
					VENDOR TOTAL *	62.65	
8888888 000040305	00 UT	MAPLES REALTY	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
					VENDOR TOTAL *	56.92	
8888888 000044879	00 UT	MARSH, FRANCES	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	31.92	
					VENDOR TOTAL *	31.92	
8888888 000048195	00 UT	MEADOWS, MALISSA RACHEL	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
					VENDOR TOTAL *	56.92	
8888888 000040367	00 UT	MILLER, MALLORY	01 07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	50.91	
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8888888	00	MILLS, LONDON					

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8888888	00	MILLS, LONDON						
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8888888	00	MOLL, JEFFREY A						
000041319		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	55.04	
						VENDOR TOTAL *	55.04	
8888888	00	MORRISON-BUTLER, ELIZABETH						
000008023		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	31.92	
						VENDOR TOTAL *	31.92	
8888888	00	MURRAY, FLORENCE E						
000009831		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	22.48	
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8888888	00	NEWHART, HEATHER						
000050155		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	NIMPHE, DAVID						
000004275		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	NORAN, TREY						
000055123		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	NORTHINGTON, PHILIP G						
000043041		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	27.69	
						VENDOR TOTAL *	27.69	
8888888	00	PAINTER, NATHAN						
000047867		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	36.24	
						VENDOR TOTAL *	36.24	
8888888	00	PIER 1 IMPORTS						
000038723		UT	01	08/03/2020	620-0000-202.11-05	FINAL CHECK REFUND	1.50	
						VENDOR TOTAL *	1.50	
8888888	00	PORTER, MICHAEL						
000047405		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	32.33	
						VENDOR TOTAL *	32.33	
8888888	00	PRICE, LESTER A						
000041313		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	22.58	
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8888888	00	PRINCE, K MICHAEL						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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8888888	00	PRINCE, K MICHAEL						
000049397	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	16.35	
						VENDOR TOTAL *	16.35	
8888888	00	PULVER, MARK						
000053819	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	RAGAN, TRACY						
000054069	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	40.78	
						VENDOR TOTAL *	40.78	
8888888	00	REAGAN, PATRICIA						
000008283	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	11.89	
						VENDOR TOTAL *	11.89	
8888888	00	REDDING, CHARLES						
000029385	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	10.88	
						VENDOR TOTAL *	10.88	
8888888	00	RIB CRIB #28						
000029303	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	758.30	
						VENDOR TOTAL *	758.30	
8888888	00	RICKY BOBBY'S PIT STOP						
000039117	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	266.43	
						VENDOR TOTAL *	266.43	
8888888	00	RIVERO, RUBEN & BELKIS						
000043179	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	12.12	
						VENDOR TOTAL *	12.12	
8888888	00	RODGERS, TAMMY						
000055555	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	37.94	
						VENDOR TOTAL *	37.94	
8888888	00	ROMANO, STEVEN T						
000053719	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	38.84	
						VENDOR TOTAL *	38.84	
8888888	00	SANDERS, WYNELL						
000047675	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	SATHER, JIM						
000037825	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	145.35	
						VENDOR TOTAL *	145.35	
8888888	00	SATTAZAHN, THOMAS						

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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	SELBY, JOHN						
000052581		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	SHORTY SMALLS RESTAURANT						
000038653		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	1,236.29	
						VENDOR TOTAL *	1,236.29	
8888888	00	SINCLAIR, LADONNA						
000053597		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	TEELE, DWIGHT						
000052143		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	THOMAS, JOE						
000015539		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
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8888888	00	THOUSAND HILLS REALTY						
000005985		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	23.63	
						VENDOR TOTAL *	23.63	
8888888	00	TIME AWAY CONDOS						
000048165		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	18.43	
						VENDOR TOTAL *	18.43	
8888888	00	TJARKS, JIM						
000051383		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	TOUTH, ERIN A						
000046927		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	50.62	
						VENDOR TOTAL *	50.62	
8888888	00	TRAN, THANH KIM						
000024791		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	6.92	
						VENDOR TOTAL *	6.92	
8888888	00	TUCKER, RAVAN						
000053725		UT	01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	49.41	
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8888888	00	VALENTINE, JENNIFER &						

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INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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000043879	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	WEIR, SUSAN						
000046253	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	24.15	
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8888888	00	WILHELM, GREGG						
000053317	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	64.58	
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8888888	00	WILLIAMS, BRANDY						
000053139	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	29.36	
						VENDOR TOTAL *	29.36	
8888888	00	WILLIAMS, DAVID						
000054197	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	9.84	
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8888888	00	WILLIAMS, GARY L.						
000029705	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	31.24	
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8888888	00	WISSEL, BOB						
000050821	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
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8888888	00	WYATT, EDWARD						
000051625	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	56.92	
						VENDOR TOTAL *	56.92	
8888888	00	WYNNE, LEE						
000047625	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
8888888	00	YU, WENTONG						
000043269	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	18.91	
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8888888	00	ZARUBA, BETTY						
000047067	UT		01	07/30/2020	620-0000-202.11-05	FINAL BILL REFUND	31.92	
						VENDOR TOTAL *	31.92	
						TOTAL EXPENDITURES ****	5,623.62	
						GRAND TOTAL *****		5,623.62

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EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08132020 BRSNSDB

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	08/27/2020
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	2020/08
Payment date	08/13/2020

Sum 8/13/20

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 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 08/27/2020 PAYMENT DATE: 08/13/2020

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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
NO		NO NO						AMOUNT
0006001	00	AFFINITY CHEMICAL, LLC						
2564804		PI2847 034590 01 08/05/2020			620-4420-570.40-15	ALUMINUM SULFATE SOLUTION	3,632.00	
2564621		PI2854 034590 01 07/28/2020			620-4420-570.40-15	ALUMINUM SULFATE SOLUTION	3,705.60	
						VENDOR TOTAL *	7,337.60	
0001011	00	AFLAC						
3303		005337 01 08/11/2020			501-0000-201.10-30	AUG 2020 PREMIUMS	681.60	
						VENDOR TOTAL *	681.60	
0004917	00	AMERICAN ROCK & CONCRETE LLC						
RM10457		PI2860 034580 01 06/02/2020			230-1579-540.40-03	CONCRETE	720.00	
						VENDOR TOTAL *	720.00	
0006380	00	BALLPARKS OF AMERICA, LLC						
1041		PI2852 034916 01 08/01/2020			101-1095-510.20-99	AUG 2020 STORAGE FEE	700.00	
						VENDOR TOTAL *	700.00	
0006039	00	BEN E. KEITH FOODS, INC						
64781086		PI2899 034545 01 06/12/2020			230-1582-540.40-60	CONCESSION FOOD	283.29	
64834228		PI2902 034545 01 08/07/2020			230-1582-540.40-60	CONCESSION FOOD/CANDY	226.02	
						VENDOR TOTAL *	509.31	
0005912	00	BOWLING, LUKE ALEXANDER						
07282020		005338 01 08/11/2020			230-1554-540.20-13	YOUTH TENNIS INSTRUCTOR	160.00	
						VENDOR TOTAL *	160.00	
0000042	00	BRANSON CHAMBER OF COMMERCE						
07282020		PI2838 034754 01 07/28/2020			240-1620-510.20-32	JULY 2020 PARTIAL BILLING	20,830.01	
						VENDOR TOTAL *	20,830.01	
0002402	00	BRENNTAG MID-SOUTH						
BMS644510		PI2873 034606 01 09/03/2020			230-1530-540.40-15	CALCIUM HYPOCHLORITE	1,353.00	
						VENDOR TOTAL *	1,353.00	
0006234	00	CAPITOL SOLUTIONS CONSULTING						
06042020		PI2816 034731 01 06/04/2020			101-1095-510.20-99	MAY 2020 GOV CNSLTING FEE	2,083.33	
07022020		PI2837 034731 01 07/02/2020			101-1095-510.20-99	JUN 2020 GOV CNSLTING FEE	2,083.33	
08032020		PI2851 034731 01 08/03/2020			101-1095-510.20-99	JUL 2020 GOV CNSLTING FEE	2,083.33	
						VENDOR TOTAL *	6,249.99	
8888888	00	CLEVENGER, DIANA						
000036883		UT 01 08/10/2020			620-0000-202.11-05	FINAL BILL REFUND	56.46	
						VENDOR TOTAL *	56.46	
0001414	00	CRINNION, DOTTY & DANIEL						
0015930		OL 01 08/12/2020			240-0000-220.01-07	TOURISM BOND REFUND	100.00	
						VENDOR TOTAL *	100.00	
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000094	00	EMPIRE DISTRICT						
07282020	PI2865	034701	01	07/28/2020	101-4142-530.20-01	ELECTRIC BILLING 7/28/20	97.71	
08032020	PI2880	034701	01	08/03/2020	101-4142-530.20-01	ELECTRIC BILLING 8/3/20	11,988.05	
07282020	PI2866	034701	01	07/28/2020	105-4121-530.20-06	ELECTRIC BILLING 7/28/20	191.19	
08032020	PI2881	034701	01	08/03/2020	105-4121-530.20-06	ELECTRIC BILLING 8/3/20	34,491.68	
08032020	PI2882	034701	01	08/03/2020	175-1095-510.40-01	ELECTRIC BILLING 8/3/20	24.32	
08032020	PI2883	034701	01	08/03/2020	230-1510-540.20-01	ELECTRIC BILLING 8/3/20	11,109.70	
08032020	PI2884	034701	01	08/03/2020	230-1520-540.20-01	ELECTRIC BILLING 8/3/20	1,447.53	
08032020	PI2885	034701	01	08/03/2020	230-1579-540.20-01	ELECTRIC BILLING 8/3/20	1,109.63	
08032020	PI2886	034701	01	08/03/2020	230-1580-540.20-01	ELECTRIC BILLING 8/3/20	14,507.16	
08032020	PI2887	034701	01	08/03/2020	263-3041-520.20-01	ELECTRIC BILLING 8/3/20	2,217.37	
08032020	PI2888	034701	01	08/03/2020	620-4310-570.20-01	ELECTRIC BILLING 8/3/20	91.66	
08062020	PI2893	034701	01	08/06/2020	620-4310-570.20-01	ELECTRIC BILLING 8/6/20	320.96	
08032020	PI2889	034701	01	08/03/2020	620-4320-570.20-01	ELECTRIC BILLING 8/3/20	33,838.12	
08062020	PI2894	034701	01	08/06/2020	620-4410-570.20-01	ELECTRIC BILLING 8/6/20	320.97	
07282020	PI2867	034701	01	07/28/2020	620-4415-570.20-01	ELECTRIC BILLING 7/28/20	34.62	
08032020	PI2890	034701	01	08/03/2020	620-4415-570.20-01	ELECTRIC BILLING 8/3/20	10,217.50	
08032020	PI2891	034701	01	08/03/2020	620-4420-570.20-01	ELECTRIC BILLING 8/3/20	43,866.36	
08032020	PI2892	034701	01	08/03/2020	620-4500-570.20-01	ELECTRIC BILLING 8/3/20	66.81	
VENDOR TOTAL *							165,941.34	
0005996	00	EMPIRE ENERGY, LLC						
08062020	PI2840	034577	01	08/06/2020	105-4110-530.40-40	FUEL 7/16/20 - 7/31/20	6,425.89	
08062020	PI2841	034577	01	08/06/2020	620-4310-570.40-40	FUEL 7/16/20 - 7/31/20	532.41	
08062020	PI2842	034577	01	08/06/2020	620-4320-570.40-40	FUEL 7/16/20 - 7/31/20	462.96	
08062020	PI2843	034577	01	08/06/2020	620-4410-570.40-40	FUEL 7/16/20 - 7/31/20	203.46	
08062020	PI2844	034577	01	08/06/2020	620-4415-570.40-40	FUEL 7/16/20 - 7/31/20	267.93	
08062020	PI2845	034577	01	08/06/2020	620-4420-570.40-40	FUEL 7/16/20 - 7/31/20	588.62	
08062020	PI2846	034577	01	08/06/2020	620-4500-570.40-40	FUEL 7/16/20 - 7/31/20	32.19	
VENDOR TOTAL *							8,513.46	
0006172	00	ENTERPRISE FM TRUST						
FBN4017128	PI2874	034627	01	08/05/2020	601-1095-510.70-10	AUG 2020 LEASE CHARGES	8,859.26	
FBN4017128	PI2875	034627	01	08/05/2020	602-2000-510.70-10	AUG 2020 LEASE CHARGES	9,629.90	
FBN4017128	PI2876	034627	01	08/05/2020	602-3000-510.70-10	AUG 2020 LEASE CHARGES	911.70	
FBN4017128	PI2877	034627	01	08/05/2020	603-1095-510.70-10	AUG 2020 LEASE CHARGES	1,542.53	
FBN4017128	PI2878	034627	01	08/05/2020	604-1095-510.70-10	AUG 2020 LEASE CHARGES	4,225.19	
FBN4017128	PI2879	034627	01	08/05/2020	605-1095-510.70-10	AUG 2020 LEASE CHARGES	1,063.82	
VENDOR TOTAL *							26,232.40	
0003263	00	FASTENAL COMPANY						
MOHOS95636	PI2810	034600	01	08/28/2020	105-4121-530.40-03	SIGN SHOP SUPPLIES	132.71	
VENDOR TOTAL *							132.71	
0000003	00	GIFFORD, DOUGLAS						
05242020	003394		01	08/10/2020	230-0000-210.10-00	CMPGRND RESRVATION REFUND	1.64	
05242020	003395		01	08/10/2020	230-1510-427.10-01	CMPGRND RESRVATION REFUND	41.00	
VENDOR TOTAL *							42.64	
0006163	00	HAUGER, TIMOTHY J.						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006163	00	HAUGER, TIMOTHY J.						
07282020	005339		01	08/11/2020	230-1554-540.20-13	YOUTH TENNIS INSTRUCTOR	60.00	
						VENDOR TOTAL *	60.00	
0004682	00	HIGHWAY SAFETY SOLUTIONS						
11391	PI2808	034562	01	07/29/2020	105-4121-530.20-50	GUARDRAIL RPLCMNT/INSTALL	1,559.00	
						VENDOR TOTAL *	1,559.00	
0006228	00	JAMES RIVER HEATING / AIR & PLUMBING						
7439	PI2872	034604	01	08/05/2020	263-3041-520.20-50	FIRE ST1 SHOWER VALVE RPR	366.00	
						VENDOR TOTAL *	366.00	
0000212	00	KIMBERLING CITY TIRE CO						
1-GS55671	PI2815		01	07/30/2020	101-0000-130.60-04	TIRE INVENTORY	774.00	
						VENDOR TOTAL *	774.00	
0001414	00	KUKUK, LAURA						
0015328	OL		01	08/10/2020	240-0000-220.01-07	TOURISM BOND REFUND	100.00	
						VENDOR TOTAL *	100.00	
0005456	00	LLOYDS DRY CLEANERS						
08112020	PI2904	034635	01	08/11/2020	262-2022-520.20-99	PD UNIFORM DRY CLEANING	208.29	
						VENDOR TOTAL *	208.29	
0000249	00	MISSOURI STATE HIGHWAY PATROL						
812HP020E71106	PI2861	034543	01	07/10/2020	101-0600-510.20-25	PRE-EMPLOYMT BCKGRND CHECK	33.25	
812HP020E71106	API2862	034543	01	07/10/2020	262-2022-520.20-09	PEDDLERS LIC BCKGRND CK	33.25	
						VENDOR TOTAL *	66.50	
0005535	00	MISSOURI-AMERICAN WATER COMPANY						
07272020	PI2834	034586	01	07/27/2020	620-4415-570.20-03	WATER SRVC 241 ILLINOIS	41.05	
						VENDOR TOTAL *	41.05	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
08052020	PI2848	034647	01	08/05/2020	101-1012-510.20-11	JUDGE SERVICES 8/5/20	1,200.00	
						VENDOR TOTAL *	1,200.00	
0006316	00	PEPSICO, INC						
84370763	PI2803	034550	01	08/05/2020	230-1582-540.40-60	CONCESSION DRINKS	295.50	
82134359	PI2804	034550	01	07/29/2020	230-1582-540.40-60	CONCESSION DRINKS	909.00	
						VENDOR TOTAL *	1,204.50	
0000320	00	PIPPIN WHOLESALE CO						
R833111	PI2805	034552	01	08/10/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	199.81	
R833523	PI2903	034552	01	08/17/2020	230-1582-540.40-60	CONCESSION FOOD/CANDY	258.50	
N832894	PI2806	034553	01	08/10/2020	620-4320-570.40-03	CLEANING SUPPLIES	49.37	
N832894	PI2807	034553	01	08/10/2020	620-4420-570.40-03	CLEANING SUPPLIES	141.44	
						VENDOR TOTAL *	649.12	
0004860	00	QUADIENT LEASING USA, INC.						

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EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004860	00	QUADIENT LEASING USA, INC.						
N8422725		PI2850 034725	01	08/05/2020	101-1095-510.20-61	LEASE 6/6/20 - 9/5/20	549.33	
						VENDOR TOTAL *	549.33	
0001414	00	RELIABLE CONDO RENTALS						
0015930	OL		01	07/29/2020	240-0000-220.01-07	TOURISM BOND REFUND	CHECK #: 141135	100.00-
						VENDOR TOTAL *	.00	100.00-
0003880	00	SILVER THREADS						
07142020		PI2856 034633	01	07/14/2020	262-2022-520.20-99	SEW ON JACKET PATCHES	63.00	
						VENDOR TOTAL *	63.00	
0006089	00	SPECIALTY AIR CONDITIONING SERVICES						
982		PI2809 034568	01	07/17/2020	101-4142-530.20-50	VW2001-HVAC MNT/RPR 2020	360.00	
977		PI2863 034568	01	07/17/2020	230-1580-540.20-50	VW2001-HVAC MNT/RPR 2020	789.02	
974		PI2853 034568	01	07/17/2020	620-4420-570.20-50	VW2001-HVAC MNT/RPR 2020	220.00	
						VENDOR TOTAL *	1,369.02	
0001513	00	TANEY CO PUB WATER DIST #3						
46 07-28-20		PI2855 034599	01	07/28/2020	620-4410-570.20-99	JUNE 2020 METER READINGS	1,483.00	
						VENDOR TOTAL *	1,483.00	
0000403	00	TANEY CO TREASURER						
1847		PI2813 034610	01	08/04/2020	101-4111-530.20-04	GENERAL /MISC WASTE	28.80	
1847		PI2814 034610	01	08/04/2020	105-4121-530.20-04	GENERAL /MISC WASTE	38.80	
						VENDOR TOTAL *	67.60	
0005624	00	TRI-LAKES BIOSOLIDS COALITION						
7838		005347	01	08/11/2020	620-4420-570.20-99	JUL 2020 BIOSDS PRDCT CMP	22,275.73	
7838A		005347	01	08/11/2020	620-4420-570.20-99	JUL 2020 BIOSDS PRDCT CPR	34,616.90	
						VENDOR TOTAL *	56,892.63	
0000461	00	TRI-LAKES MOTORS, INC						
415257		PI2871 034978	01	07/29/2020	620-4310-570.20-54	UNIT 302 SERVICE	51.90	
414425		PI2870 034978	01	07/14/2020	620-4320-570.20-54	UNIT 404 SERVICE	47.95	
						VENDOR TOTAL *	99.85	
0006391	00	UNDER THE WIRE, LLC						
144		PI2812 034929	01	08/27/2020	101-5010-510.20-07	TRAFFIC SGNL MAINT/REPAIR	814.00	
						VENDOR TOTAL *	814.00	
0004694	00	WOMEN'S CRISIS CENTER OF TANEY CO						
07282020		PI2864 034644	01	07/28/2020	101-1095-510.20-99	2020 EXP REIMB PER CNTRCT	5,000.00	
						VENDOR TOTAL *	5,000.00	
						HAND ISSUED TOTAL ***		100.00-
						TOTAL EXPENDITURES ****	312,127.41	100.00-
						GRAND TOTAL *****		312,027.41

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EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08202020 BRSNSDB

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	09/03/2020
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	2020/08
Payment date	08/20/2020

JSX
8/20/2020

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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
NO		NO NO						AMOUNT
0006385	00	ALL SEALED UP SEALING & STRIPING						
06222020		PI2900 034887 01 06/22/2020			105-4121-530.20-65	EN2001-BOA PARKING LOT	17,817.00	
06222020A		005362 01 08/18/2020			105-4121-530.20-65	EN2001-BOA PARKING LOT	17,817.00	
						VENDOR TOTAL *	35,634.00	
0006258	00	AMERICAN FIDELITY - FLEX						
20200819		PR0819 01 08/19/2020			501-0000-201.10-31	PAYROLL SUMMARY	3,102.01	
						VENDOR TOTAL *	3,102.01	
8888888	00	ANDERSON, ELIZABETH						
000054485		UT 01 08/13/2020			620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
0002122	00	ANTHEM BLUE CHOICE						
667671C		005364 01 08/18/2020			501-0000-201.10-19	SEP 2020 HEALTH PREMIUMS	308,015.13	
						VENDOR TOTAL *	308,015.13	
0000422	00	BRANSON ARTS COUNCIL						
07152020		PI2963 034641 01 07/15/2020			101-1095-510.20-99	2020 EXP REIMB PER CNTRCT	480.00	
						VENDOR TOTAL *	480.00	
0000042	00	BRANSON CHAMBER OF COMMERCE						
08072020		PI2967 034754 01 08/07/2020			240-1620-510.20-32	AUG 2020 PARTIAL BILLING	11,958.11	
						VENDOR TOTAL *	11,958.11	
0000071	00	DELTA DENTAL OF MO						
09012020		005365 01 08/18/2020			501-0000-201.10-20	SEP 2020 DENTAL PREMIUMS	18,346.49	
						VENDOR TOTAL *	18,346.49	
0001414	00	DON & DEBRA ROHR						
0014689		OL 01 08/11/2020			101-0000-201.08-01	Tourism Tax Refund	7.89	
0014689		OL 01 08/11/2020			240-0000-220.01-07	Tourism Bond Refund	100.00	
						VENDOR TOTAL *	107.89	
0006390	00	DONALD A. HOROWITZ,						
20200819		PR0819 01 08/19/2020			501-0000-201.10-19	PAYROLL SUMMARY	87.32	
						VENDOR TOTAL *	87.32	
8888888	00	DUNN, DAVID						
000053219		UT 01 08/13/2020			620-0000-202.11-05	FINAL BILL REFUND	35.04	
						VENDOR TOTAL *	35.04	
0005996	00	EMPIRE ENERGY, LLC						
139423		PI2944 034577 01 07/23/2020			230-1579-540.40-27	PARKS FUEL 7/23/20	426.34	
139593		PI2945 034577 01 07/27/2020			230-1579-540.40-27	PARKS FUEL 7/27/20	38.56	
140774		PI2964 034577 01 08/10/2020			230-1580-540.40-27	PARKS FUEL 8/10/20	203.13	
						VENDOR TOTAL *	668.03	
0001655	00	FAMILY SUPPORT PAYMENT CENTER						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO NO						AMOUNT
0001655	00	FAMILY SUPPORT PAYMENT CENTER						
20200819		PR0819	01	08/19/2020	501-0000-201.10-19	PAYROLL SUMMARY	1,681.55	
						VENDOR TOTAL *	1,681.55	
0000115	00	FEDERAL EXPRESS CORP						
7-086-10967		005370	01	08/18/2020	101-5010-510.20-08	EXP SHIP-QUIET ZONE TECH	66.50	
7-086-10967A		005370	01	08/18/2020	101-5010-510.20-08	EXP SHIP-C STEVART-HDR	20.37	
7-086-10967B		005370	01	08/18/2020	101-5010-510.20-08	EXP SHIP-FROM RTS DEPT	21.10	
						VENDOR TOTAL *	107.97	
0000577	00	FIREMAN'S FUND						
20200819		PR0819	01	08/19/2020	501-0000-201.10-18	PAYROLL SUMMARY	111.64	
						VENDOR TOTAL *	111.64	
8888888	00	FRANCINE HESS						
000051959		UT	01	08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	25.81	
						VENDOR TOTAL *	25.81	
8888888	00	GOUGE, KRISTAN						
000055533		UT	01	08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
						VENDOR TOTAL *	28.43	
0004428	00	HANSEN'S TREE SERVICE OF BRANSON						
63244		PI2962 034547	01	07/14/2020	230-1580-540.40-03	DARK BROWN MULCH	600.00	
						VENDOR TOTAL *	600.00	
0003954	00	HCW PRIVATE DEVELOPMENT LLC.						
0820-FNTRMB		PI2965 034685	01	08/01/2020	101-1095-510.20-50	AUG 2020 FOUNTAIN CONTRIB	28,638.50	
0820-FNTRMB-A		PI2966 034685	01	08/01/2020	101-1095-510.20-50	AUG 2020 MAINT CONTRIBTN	11,281.83	
						VENDOR TOTAL *	39,920.33	
0001414	00	JIMMY JOHNS SUB SHOP						
0012942		OL	01	08/11/2020	240-0000-220.01-07	Tourism Bond Refund	63.54	
						VENDOR TOTAL *	63.54	
8888888	00	KENNEDY, BETTE L.						
000003229		UT	01	08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	21.42	
						VENDOR TOTAL *	21.42	
0001414	00	LIANA SPICER						
0014816		OL	01	08/11/2020	101-0000-201.08-01	Tourism Tax Refund	20.25	
0014816		OL	01	08/11/2020	240-0000-412.50-00	Tourism Bond Refund	100.00	
						VENDOR TOTAL *	120.25	
0001414	00	MANUEL & CHERYL MARTINEZ						
0015815		OL	01	08/11/2020	240-0000-220.01-07	Tourism Bond Refund	100.00	
						VENDOR TOTAL *	100.00	
8888888	00	MCRAE, TIM						

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
8888888	00	MCRAE, TIM						
000053913	UT		01	08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	15.81	
						VENDOR TOTAL *	15.81	
8888888	00	MILLS, PAT						
000054063	UT		01	08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	10.34	
						VENDOR TOTAL *	10.34	
0000238	00	MO DEPT OF NATURAL RESOURCES						
44622100026	005360		01	08/18/2020	620-0000-205.10-00	JUNE 2020 PRIMACY FEE	1,769.65	
44622100026A	005361		01	08/18/2020	620-0000-480.50-01	JUNE 2020 PRIMACY FEE	126.71-	
						VENDOR TOTAL *	1,642.94	
0000514	00	MO DEPT OF REVENUE SALES TAX						
08112020	005358		01	08/18/2020	620-0000-206.10-00	JULY 2020 SALES TAX	18,083.02	
08112020A	005359		01	08/18/2020	620-0000-480.50-01	JULY 2020 SALES TAX	364.25-	
						VENDOR TOTAL *	17,718.77	
0002189	00	MO DIV OF FIRE SAFETY						
125963	005363		01	08/18/2020	101-4142-530.20-52	ELEVATOR CERT-CITY HALL	25.00	
						VENDOR TOTAL *	25.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
08122020	PI2953 034647		01	08/12/2020	101-1012-510.20-11	JUDGE SERVICES 8/12/20	1,200.00	
						VENDOR TOTAL *	1,200.00	
0006367	00	OFFICE OF CHILD SUPPORT ENFORCEMENT						
20200819	PR0819		01	08/19/2020	501-0000-201.10-19	PAYROLL SUMMARY	252.00	
						VENDOR TOTAL *	252.00	
0002167	00	POWER PLAN/MURPHY TRACTOR EQUIP						
1427781	PI2941		01	08/14/2020	101-0000-130.60-04	AIR, OIL, FUEL FILTERS	362.87	
1430065	PI2942		01	08/19/2020	101-0000-130.60-04	AIR FILTERS & CLEANER	250.77	
1431572	PI2943		01	08/21/2020	101-0000-130.60-04	REFRIGERANT HOSE	111.58	
1427781	PI2948 034985		01	08/14/2020	105-4110-530.40-41	AIR, OIL, FUEL FILTERS	47.97	
1431572	PI2956 034987		01	08/21/2020	105-4110-530.40-41	REFRIGERANT HOSE	16.97	
						VENDOR TOTAL *	790.16	
0001414	00	RAVEEWA HAMBLIN						
0015931	OL		01	08/11/2020	240-0000-220.01-07	Tourism Bond Refund	100.00	
						VENDOR TOTAL *	100.00	
0001414	00	RICHARD SALAZAR						
0016200	OL		01	08/11/2020	240-0000-220.01-07	Tourism Bond Refund	100.00	
						VENDOR TOTAL *	100.00	
8888888	00	RIGGS, M R						
000053933	UT		01	08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	20.10	
						VENDOR TOTAL *	20.10	
8888888	00	SCHIPPER, BETTY L						

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
8888888 000043677	00	SCHIPPER, BETTY L UT	01 08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	28.43	
					VENDOR TOTAL *	28.43	
0001414 0014694	00	SKYSURFER OL	01 08/11/2020	240-0000-220.01-07	Tourism Bond Refund	800.00	
					VENDOR TOTAL *	800.00	
0006082 20200805 20200819	00	SO MO PROFESSIONAL FIREFIGHTERS PR0805 PR0819	01 08/05/2020 01 08/19/2020	501-0000-201.10-40 501-0000-201.10-40	PAYROLL SUMMARY PAYROLL SUMMARY	845.00 845.00	
					VENDOR TOTAL *	1,690.00	
0006083 20200805 20200819	00	SO MO PROFESSIONAL FIREFIGHTERS PAC PR0805 PR0819	01 08/05/2020 01 08/19/2020	501-0000-201.10-41 501-0000-201.10-41	PAYROLL SUMMARY PAYROLL SUMMARY	38.50 38.50	
					VENDOR TOTAL *	77.00	
8888888 000053785	00	SON, BAEJIN UT	01 08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	37.50	
					VENDOR TOTAL *	37.50	
8888888 000047645	00	STIDHAM, TINA UT	01 08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	13.02	
					VENDOR TOTAL *	13.02	
0000403 07132020	00	TANEY CO TREASURER PI2947 034634	01 07/13/2020	262-2022-520.20-99	JUNE 2020 ANIMAL CONTROL	2,735.50	
					VENDOR TOTAL *	2,735.50	
8888888 000005985	00	THOUSAND HILLS REALTY UT	01 08/13/2020	620-0000-202.11-05	FINAL BILL REFUND	.98	
					VENDOR TOTAL *	.98	
0000461 172733 415240 415420 415565 415690	00	TRI-LAKES MOTORS, INC PI2940 PI2949 034988 PI2957 034988 PI2958 034988 PI2959 034988	01 07/28/2020 01 07/29/2020 01 08/03/2020 01 08/05/2020 01 08/07/2020	101-0000-130.60-04 105-4110-530.20-54 105-4110-530.20-54 105-4110-530.20-54 105-4110-530.20-54	SUPPORT-VISOR UNIT 153 SERVICE UNIT 417 SERVICE UNIT 295 SERVICE UNIT 270 SERVICE	105.72 39.65 58.90 54.90 47.95	
					VENDOR TOTAL *	307.12	
0005155 20200819	00	UNITED WAY OF THE OZARKS PR0819	01 08/19/2020	501-0000-201.10-30	PAYROLL SUMMARY	37.10	
					VENDOR TOTAL *	37.10	
0005879 421103789 421103789	00	US BANK EQUIPMENT FINANCE PI2951 034537 PI2952 034537	01 08/07/2020 01 08/07/2020	101-1095-510.20-44 620-4500-570.20-55	LEASE PAYMENT COPIERS LEASE PAYMENT COPIERS	1,418.32 425.49	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0005879	00	US BANK EQUIPMENT FINANCE						
						VENDOR TOTAL *	1,843.81	
8888888	00	VINEYARDS CONDOS LLC						
000051107	UT	01 08/13/2020	620-0000-202.11-05	FINAL BILL REFUND		93.14		
000051107	UT	01 08/13/2020	620-0000-202.11-05	FINAL BILL REFUND		28.43		
						VENDOR TOTAL *	121.57	
8888888	00	WATKINS, JAMES						
000048683	UT	01 08/13/2020	620-0000-202.11-05	FINAL BILL REFUND		20.80		
						VENDOR TOTAL *	20.80	
0001414	00	WHITE OAK STATION #10						
0013607	OL	01 08/11/2020	240-0000-220.01-07	Tourism Bond Refund		74.92		
						VENDOR TOTAL *	74.92	
0001414	00	WHITE OAK STATION #11						
0013608	OL	01 08/11/2020	240-0000-220.01-07	Tourism Bond Refund		99.00		
						VENDOR TOTAL *	99.00	
0001414	00	WHITE OAK STATION #20						
0013609	OL	01 08/11/2020	240-0000-220.01-07	Tourism Bond Refund		77.41		
						VENDOR TOTAL *	77.41	
0004301	00	WILLIAMS & CAMPO, P.C.						
110	005357	01 08/18/2020	175-1095-510.20-17	EN1301-CID PROJECT SRVCS		1,083.00		
						VENDOR TOTAL *	1,083.00	
8888888	00	WILSON, STANLEY T						
000039747	UT	01 08/13/2020	620-0000-202.11-05	FINAL BILL REFUND		15.93		
						VENDOR TOTAL *	15.93	
						TOTAL EXPENDITURES ****	452,181.60	
						GRAND TOTAL *****		452,181.60

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REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 08272020 BRSNSDB

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	09/10/2020
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	2020/08		
Payment date	08/27/2020		

SJM
8/27/20

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VEND NO	SEQ#	VENDOR NAME	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO					AMOUNT
0006128	00	ADVANTICA ADMINISTRATIVE SERVICES					
09012020	005385		01 08/25/2020	501-0000-201.10-22	SEP 2020 VISION PREMIUMS	1,614.16	
					VENDOR TOTAL *	1,614.16	
0006217	00	AMERICAN FIDELITY ASSURANCE COMPANY					
D199582	005386		01 08/25/2020	501-0000-201.10-31	AUG 2020 PREMIUMS	10,184.69	
					VENDOR TOTAL *	10,184.69	
0006038	00	ANTHEM LIFE INSURANCE COMPANY					
6501369	005387		01 08/25/2020	501-0000-201.10-21	SEP 2020 LIFE INS PREMIUM	4,988.85	
					VENDOR TOTAL *	4,988.85	
0005449	00	ASSOC OF MO CLEANWATER AGENCIES					
1720	005388		01 08/25/2020	105-4126-530.20-30	ANNUAL DUES7/1/20-6/30/21	1,577.00	
1720A	005389		01 08/25/2020	620-4500-570.20-30	ANNUAL DUES7/1/20-6/30/21	3,164.00	
					VENDOR TOTAL *	4,741.00	
0002881	00	AUTOMATED OFFICE SYSTEMS, INC					
10133	PI2998 034992		01 09/02/2020	101-1095-510.40-01	BLANK CHECK STOCK-BLUE	288.00	
10133	PI2999 034992		01 09/02/2020	101-1095-510.40-01	BLANK CHECK STOCK-BLUE	57.86	
					VENDOR TOTAL *	345.86	
0000003	00	BREECK, KATHIE					
08242020	005392		01 08/25/2020	230-1520-427.70-00	BRSN COMM CNTR REFUND	110.00	
					VENDOR TOTAL *	110.00	
0004952	00	CENTURY LINK					
140857836	PI2993 034663		01 08/08/2020	101-1095-510.20-09	LONG DISTANCE 7/8-8/7/20	364.64	
					VENDOR TOTAL *	364.64	
0000470	00	CITY OF BRANSON					
08252020	005379		01 08/25/2020	230-0000-210.10-00	JULY 2020 CAMPGROUND TT	4,604.56	
08252020A	005380		01 08/25/2020	230-1510-480.60-00	JULY 2020 CAMPGROUND TT	2.59-	
					VENDOR TOTAL *	4,601.97	
0004262	00	COCHRAN HEAD VICK & CO., P.C.					
1046591	005374		01 08/25/2020	101-0710-510.20-15	2019 AUDIT PRGRSS BILLING	22,500.00	
					VENDOR TOTAL *	22,500.00	
0000003	00	CRAFTON, FRANK					
08192020	005391		01 08/25/2020	230-1580-440.00-00	RECPLEX PAVILION D REFUND	35.00	
					VENDOR TOTAL *	35.00	
0000089	00	DIAMOND VOGEL PAINTS					
401125685	PI2978 034559		01 09/17/2020	105-4121-530.40-20	TRAFFIC MARKING PAINT	803.95	
					VENDOR TOTAL *	803.95	
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY					
08102020	PI2994 034701		01 08/10/2020	101-4142-530.20-01	ELECTRIC BILLING 8/10/20	29.96	

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0000094 08112020	00	EMPIRE DISTRICT ELECTRIC COMPANY PI2995 034701	01 08/11/2020	620-4500-570.20-01	ELECTRIC BILLING 8/11/20	636.13	
					VENDOR TOTAL *	666.09	
0005996 08182020 141285 08182020 08182020 08182020 08182020 08182020 08182020 08182020	00	EMPIRE ENERGY, LLC PI2982 034577 PI3076 034577 PI2983 034577 PI2984 034577 PI2985 034577 PI2986 034577 PI2987 034577 PI2988 034577	01 08/18/2020 01 08/21/2020 01 08/18/2020 01 08/18/2020 01 08/18/2020 01 08/18/2020 01 08/18/2020 01 08/18/2020	105-4110-530.40-40 230-1579-540.40-27 620-4310-570.40-40 620-4320-570.40-40 620-4410-570.40-40 620-4415-570.40-40 620-4420-570.40-40 620-4500-570.40-40	FUEL 8/1/20 - 8/15/20 PARKS FUEL 8/21/20 FUEL 8/1/20 - 8/15/20 FUEL 8/1/20 - 8/15/20 FUEL 8/1/20 - 8/15/20 FUEL 8/1/20 - 8/15/20 FUEL 8/1/20 - 8/15/20 FUEL 8/1/20 - 8/15/20	8,676.05 178.10 595.87 377.12 1,011.79 215.66 912.76 33.64	
					VENDOR TOTAL *	12,000.99	
0003263 MOHOS95879 MOHOS95933 MOHOS95983	00	FASTENAL COMPANY PI2989 034600 PI2990 034600 PI3080 034600	01 09/13/2020 01 09/17/2020 01 09/20/2020	105-4121-530.40-23 105-4121-530.40-23 105-4121-530.40-13	SIGN SHOP SUPPLIES SIGN SHOP SUPPLIES SIGN SHOP SUPPLIES	14.91 14.19 32.07	
					VENDOR TOTAL *	61.17	
0006370 200045191 200045194 200045570 200045188	00	FBI-LEEDA INC. 005381 005382 005383 005384	01 08/25/2020 01 08/25/2020 01 08/25/2020 01 08/25/2020	535-2060-520.20-18 535-2060-520.20-18 535-2060-520.20-18 535-2060-520.20-18	CLI-T MUCKENTHALER CLI-S KAUFFMAN ELI-C TEIG ELI-D BURNETT	695.00 695.00 695.00 695.00	
					VENDOR TOTAL *	2,780.00	
0004739 1200281456	00	HDR ENGINEERING, INC. PI2976 034915	01 07/14/2020	145-5010-510.90-11	WS2007-CMP WWTP WALL DSGN	7,357.50	
					VENDOR TOTAL *	7,357.50	
0006228 7511 7512	00	JAMES RIVER HEATING / AIR & PLUMBING PI3081 034604 PI3082 034604	01 08/17/2020 01 08/17/2020	101-4142-530.20-50 101-4142-530.20-50	SRVC CNTR CLEANOUT BLCKGE PD LEAKING TOILET REPAIR	200.00 209.00	
					VENDOR TOTAL *	409.00	
0000212 1-55811	00	KIMBERLING CITY TIRE CO PI2973	01 08/10/2020	101-0000-130.60-04	TIRE INVENTORY	1,274.80	
					VENDOR TOTAL *	1,274.80	
0006192 2741427 2741429	00	KUTAK ROCK, LLP PI2974 034660 PI2975 034762	01 07/31/2020 01 07/31/2020	101-0510-510.20-17 101-0510-510.20-17	CC1701-GENERAL LEGAL SRVC CC1706-SUNSHINE LAW	429.00 731.50	
					VENDOR TOTAL *	1,160.50	
0003827 S0500778 S0500778	00	LOGIC, INC PI2895 PI2896	01 08/27/2020 01 08/27/2020	620-4310-570.40-05 620-4320-570.40-05	WNRWR STNDRD SCADA SPPRT WNRWR STNDRD SCADA SPPRT	1,806.75 1,806.75	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0003827	00	LOGIC, INC						
SO500778		PI2897	01	08/27/2020	620-4415-570.40-05	WNRWR STNDRD SCADA SPPRT	1,806.75	
SO500778		PI2898	01	08/27/2020	620-4420-570.40-05	WNRWR STNDRD SCADA SPPRT	1,806.75	
						VENDOR TOTAL *	7,227.00	
0004878	00	MILLIMAN, INC.						
07312020		005373	01	08/25/2020	101-0710-510.20-15	2 YR ACTUARIAL OPEB/NPO	5,350.00	
						VENDOR TOTAL *	5,350.00	
0000249	00	MISSOURI STATE HIGHWAY PATROL						
812HP021E70107		PI2977 034543	01	08/13/2020	101-0600-510.20-25	PRE-EMPLYMT BCKGRND CHECK	66.50	
						VENDOR TOTAL *	66.50	
0002189	00	MO DIV OF FIRE SAFETY						
125962		005390	01	08/25/2020	101-4142-530.20-52	WA TWR ELVTR OPRTING CERT	25.00	
						VENDOR TOTAL *	25.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
08182020		PI2991 034647	01	08/18/2020	101-1012-510.20-11	JUDGE SERVICES 8/18/20	1,200.00	
08192020		PI2992 034647	01	08/19/2020	101-1012-510.20-11	JUDGE SERVICES 8/19/20	1,200.00	
						VENDOR TOTAL *	2,400.00	
0000003	00	NASH, JAMIE						
03302020		001965	01	04/03/2020	230-1557-427.30-00	SPRING 2020 SOCCER REFUND	CHECK #: 140199	5.00-
03302020		001965	01	08/27/2020	230-1557-427.30-00	SPRING 2020 SOCCER REFUND	5.00	
						VENDOR TOTAL *	5.00	5.00-
0004494	00	OLSSON ASSOCIATES INC.						
364671		005372	01	08/25/2020	175-1095-510.20-99	EN1301-CID PROJECT SRVCS	2,117.67	
361874		005395	01	08/27/2020	175-1095-510.20-99	EN1301-CID PROJECT SRVCS	110.63	
						VENDOR TOTAL *	2,228.30	
0004050	00	PHILLIPS PINWOOD MULCH						
15481		PI3026 034551	01	08/18/2020	230-1579-540.40-03	PLAYGROUND MULCH	1,595.00	
15471		PI3025 034551	01	08/13/2020	230-1580-540.40-03	PLAYGROUND MULCH	1,595.00	
						VENDOR TOTAL *	3,190.00	
0000320	00	PIPPIN WHOLESALE CO						
W821342		PI3000 034917	01	03/20/2020	230-1580-540.40-03	CLEANING SUPPLIES	103.06	
R823167		PI3001 034917	01	04/03/2020	230-1580-540.40-03	CLEANING SUPPLIES	187.50	
						VENDOR TOTAL *	290.56	
0001414	00	RICKMAN R&R BRANSON CONDOS						
0014406		OL	01	07/29/2020	240-0000-220.01-07	TOURISM BOND REFUND	CHECK #: 141136	100.00-
						VENDOR TOTAL *	.00	100.00-
0001414	00	RICKMAN, LORI						
0014406		OL	01	08/27/2020	240-0000-220.01-07	TOURISM BOND REFUND	100.00	
						VENDOR TOTAL *	100.00	
0006089	00	SPECIALTY AIR CONDITIONING SERVICES						

PREPARED 08/27/2020, 9:32:26
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 09/10/2020 PAYMENT DATE: 08/27/2020
 BANK: 01

PAGE 4

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
0006089	00	SPECIALTY AIR CONDITIONING SERVICES						
1118	PI2979	034568	01	08/13/2020	101-4142-530.20-50	VW2001-HVAC MNT/RPR 2020	476.02	
1007	PI3027	034568	01	08/21/2020	230-1510-540.20-50	VW2001-HVAC MNT/RPR 2020	332.15	
1034	PI3028	034568	01	08/21/2020	230-1580-540.20-50	VW2001-HVAC MNT/RPR 2020	434.84	
991	PI3004	034568	01	07/17/2020	603-1095-510.70-99	VW2001-HVAC MNT/RPR 2020	4,466.96	
992	PI3005	034568	01	07/17/2020	603-1095-510.70-99	VW2001-HVAC MNT/RPR 2020	1,780.45	
						VENDOR TOTAL *	7,490.42	
0006115	00	SUPERION, LLC						
287375	005375		01	08/25/2020	101-1095-510.40-01	COVID-EMPLY SELF SRVC	1,164.00	
287706	005376		01	08/25/2020	101-1095-510.40-01	COVID-TECH/PRJCT MNG SRVC	2,520.00	
287377	005377		01	08/25/2020	101-1095-510.40-01	COVID-BUSINESS LIC MODULE	1,284.00	
287705	005378		01	08/25/2020	101-1095-510.40-01	COVID-TECH/PRJCT MNG SRVC	1,720.00	
						VENDOR TOTAL *	6,688.00	
0000384	00	TABLE ROCK ASPHALT CONST.						
276703	PI2980	034569	01	08/05/2020	620-4310-570.40-21	1" CLEAN ROCK	509.21	
276880	PI2981	034569	01	08/10/2020	620-4310-570.40-21	1" CLEAN ROCK	786.54	
						VENDOR TOTAL *	1,295.75	
0000399	00	TANEY CO HEALTH DEPT						
2000610	PI2996	034704	01	08/04/2020	101-1095-510.20-99	AUG 2020 ENV SRV AGREEMNT	15,000.00	
						VENDOR TOTAL *	15,000.00	
0000411	00	TANEY CO RECORDER OF DEEDS						
08042020	PI2997	034989	01	08/04/2020	101-1011-510.20-38	WTR/SWR CONNECTION-TODD	66.00	
						VENDOR TOTAL *	66.00	
0000003	00	TSAHIRIDIS, SAMSON						
08202020	005393		01	08/25/2020	230-1557-427.30-00	YOUTH SOCCER REFUND	35.00	
						VENDOR TOTAL *	35.00	
0006142	00	WESTERN FIRST AID & SAFETY, LLC						
SGF1-011973	005394		01	08/25/2020	101-0710-510.40-01	FIRST AID KIT RESTOCK	40.31	
						VENDOR TOTAL *	40.31	
						HAND ISSUED TOTAL ***		105.00-
						TOTAL EXPENDITURES ****	127,498.01	105.00-
						GRAND TOTAL *****		127,393.01