NOTICE OF MEETING

BOARD OF ALDERMEN

Regular Meeting – Tuesday, May 26, 2020 – 6:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

AGENDA

In accordance with current Missouri Department of Health and Senior Services guidelines regarding public gatherings and social distancing, physical attendance will be limited inside the Council Chambers to 37 people. The public may view and listen to the meeting through the City of Branson's website.
www.bransonmo.gov / view & listen to meeting link: http://bransonmo.gov/livestream
livestreamed on the @BransonCity "City of Branson Government" Facebook page.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION:

- **Jamie Rouch**

ROLL CALL

AWARDS/RECOGNITIONS:

- **Employee of the Month:**
  a) John Pate of the Police Department to be presented by Alderman Kevin McConnell.

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) May 4, 2020 Special Meeting
b) May 12, 2020 Regular Meeting

2) Acknowledge Receipt of Minutes:
a) Advisory Park Board meeting of January 21, 2020

3) Acknowledge Receipt of Annexation Petition filed for:
a) Property located at 135 Lakefront Drive

4) Final Reading of Bill No. 5809 approving the renewal of the contract with Online Solutions LLC d/b/a Citizenserve for a land management software solution and authorizing the Mayor to execute the contract.

5) Final Reading of Bill No. 5810 approving the renewal of the contract with Arvest Bank for purchase card services and authorizing the Mayor to execute the contract.

6) Final Reading of Bill No. 5811 approving the renewal of the contract with Central Bank for banking services and authorizing the Mayor to execute the contract.

7) Final Reading of Bill No. 5812 approving an Intergovernmental Agreement between Taney County and the City of Branson to allow the County to provide funding toward the cost of the City's Planned 2020 Sewer System Improvements and authorizing the Mayor to execute the contract.

8) Final Reading of Bill No. 5813 accepting the proposal of Gulf State Distributors, Inc. to provide ammunition and authorizing the Mayor to execute the contract.

9) Final Reading of Bill No. 5814 approving the renewal of the Memorandum of Understanding between the Missouri Department of Public Safety pertaining to the Law Enforcement Support Office Program and authorizing the Mayor to execute the agreement.

10) Final Reading of Bill No. 5815 accepting the proposal of Under the Wire, LLC pertaining to traffic signal maintenance services for the City and authorizing the Mayor to execute the contract.

11) Final Reading of Bill No. 5817 approving a Second Amendment to the contract with Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design pertaining to carpet replacement and authorizing the Mayor to execute the contract.

12) Final Reading of Bill No. 5818 approving the Sale of Real Estate to Rodriguez Real Estate Investment LLC and authorizing the Mayor to execute the contract.

13) Final Reading of Bill No. 5819 approving the 2020-2021 Property/Liability and Workers' Compensation Insurance Coverage and premiums paid to Connell Insurance, Inc. with Property/Liability Coverage through Tokio Marine HCC (HCC), and Workers' Compensation Coverage through Missouri Employers Mutual Insurance Company (MEM) for the City of Branson and authorizing the Mayor to execute the document related thereto.

REGULAR:

14) A Resolution approving a Special Event Permit Application for the Veteran's Day Parade.

15) First Reading of Bill No. 5820 approving a Final Subdivision Plat for 248 Parkway, Phase II.

16) First Reading of Bill No. 5821 approving an agreement for Professional Consultant Services between the City of Branson and HDR Engineering, Inc. for Subgrade Analysis and Preliminary Engineering of a Flood Protection System at the City's Compton Drive Wastewater Treatment Plant and authorizing the Mayor to execute the contract.

17) First Reading of Bill No. 5822 amending the adopted 2019 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson MO Regional Airport TDD.

REPORTS

ADJOURN

STAFF REPORT

ITEM/SUBJECT: **RECOGNIZING JOHN PATE OF THE POLICE DEPARTMENT AS THE SERVICE AND EXCELLENCE EMPLOYEE OF THE MONTH FOR APRIL, 2020.**

INITIATED BY: **EMPLOYEE OF THE MONTH COMMITTEE**

DATE: **MAY 26, 2020**

EXECUTIVE SUMMARY:

PRESENTATION BY ALDERMAN:

It is my privilege to present the City of Branson's "Service and Excellence" Employee of the Month award for April, 2020, to Branson Police Department Dispatcher, John Pate.

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

John Pate showed great professionalism, service, and compassion during a recent call into the dispatch center from a concerned member of our community who was emotionally distraught about a friend that may have overdosed.

John was patient, empathetic, and went above and beyond to track down the location of the victim with very little information to go on. During this interaction, John displayed the Branson City Values of Service & Courtesy as he responded with respect and a helpful attitude.

On behalf of the Mayor, Board of Aldermen, City Administrator and City staff, it is my honor to present this plaque naming John Pate as the City of Branson April 2020, "Service and Excellence" Employee of the Month.

Congratulations and keep up the good work!

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

____ Recommended
____ Not Recommended
_X_ Neutral/None

COMMUNITY PLAN 2030: Good Governance (PBB)

ATTACHED EXHIBITS:

DRAFT

MINUTES

THE SPECIAL MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
May 4, 2020

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met for a special meeting in the Council Chambers of the City Hall on May 4, 2020, at 12:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance" and he gave the invocation.

Mayor Akers read a statement regarding speaker decorum and stated it is my responsibility as Mayor under state law to take care of the ordinances of our City and the state laws relating to our City that they are complied with. Under one of our ordinances, Branson Municipal Code 2-64, I am tasked with the responsibility of being the Presiding Officer of the Board and am required to preserve strict order and decorum at all meetings. Decorum is often defined by the dictionary as propriety and good taste in conduct or appearance. In one of the many definitions of order is a state of peace, freedom from confused or unruly behavior and respect for law and proper authority. In the past we've had abstention votes that were cast and we were elected to represent the citizens of Branson and to vote. We are obligated to vote unless a conflict of interest prevents us from doing so. The common law in the State of Missouri supports this. Although I cannot force any member to vote, no member can be required to cast a vote, I do have the ability to control the order and decorum of these meetings. As a result, I'm announcing under my authority to preserve order and decorum at these meetings, that any abstention by any member of the Board during this meeting can be recast as a no vote. Please remember our public response time of five minutes.

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 only to 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. Please remember to speak into the mic, state your name and address for the record. Please adhere to our five minute rule guideline.

ROLL CALL

City Clerk Lisa Westfall called roll: Mayor Edd Akers presiding, Kevin McConnell, Brian Clonts, Bob Simmons, Bill Skains, Larry Milton and Rick Castillon.

REGULAR AGENDA

BILL NO. 5808
Ord. No. 2020-0053 **Amending Chapter 58 of the Branson Municipal Code pertaining to personal conduct, enclosed public spaces and the spread of communicable diseases.**

First Reading of Bill No. 5808, an ordinance amending Chapter 58 of the Branson Municipal Code pertaining to personal conduct, enclosed public spaces and the spread of communicable diseases was read by title by City Clerk Lisa Westfall and a staff report was presented by City Attorney Chris Lebeck. Lisa Marshall, Director of the Taney County Health Department was available via telephone to answer questions.

Discussion. Mayor Akers asked for a motion approving Bill No. 5808. Alderman Clonts so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Amber Thompson, Branson, Missouri, mentioned she represents the Civil Defense Coalition and also prides herself as a citizen of the State of Missouri and United States. She believes anything that passes in Congress, state, federally or even on a city or county level should be presented to the people and be discussed and debated before anything is passed. She commented if the Board's going to pass a fine on individuals in the City and say they have to wear a mask, gloves or personal protective equipment (PPE) around town, she'd like to discuss this. Ms. Thompson provided handouts (see attached) to the City Clerk and said she's the President and founder of the Civil Defense Coalition since 2017. She was born and raised here and ran for office against Jeff Justus, brother of James Justice, the judge here in town. She explained just so everyone knows a little bit about her that the judge took away her children against her belief and federal law. She said to educate those in the audience, genocide is not just the killing of a citizen by the government, but taking a child away from one family and giving it to another family. She added, it's considered the lowest level of moral abuse against its own citizens by the government and has been going on for decades. Non-profits that are child representation advocates do not defend these children and there's a very serious issue with state representatives not wanting to defend this issue. She knows multiple organizations that have tried to end genocide in the United States and regarding the COVID-19 outbreak, there are also multiple civil coalitions across the United States on social media passing information that represents a threat. She explained these are not only social commentary, but commentary showing videos of TEDx talks which are highly regarded by the media and are currently heavily influencing citizens. Ms. Thompson referred to the handout she provided the Board which contains a letter she received from Senator Claire McCaskill in response to her request to end genocide in Missouri. She commented social security is being drained by social services and trivial reasons are created to take children away. She feels this is becoming an ongoing, snowballing joke against the citizens of the State of Missouri. She mentioned Claire McCaskill got voted out, but there's still opposition to citizens speaking to the Governor and Attorney General as no email contacts are available to the public. She reported there's a dead end when calling and people are lucky to get a phone call back even if they're a large representative group. She's also a member of Reopen Missouri which now has 17,000 people trying to protect their rights and keep this country the United States of America. She referenced a letter from the Congress of the United States House of Representatives from her handout to the Board and mentioned running against Billy Long in 2016. She feels he's also been a dead end to citizens trying to speak with him and mentioned having to pay up to $1,200 for a flight ticket and hotel just to speak with him. She commented this is supposed to be a public servant position and she's speaking today because citizens are being cut off from proper communication with individuals to protect them. She added, Governors are in direct communication and can be with the President of the United States, so she's asking on behalf of the Civil Defense Coalition if the Board would look at her handout. She commented Reopen Missouri requests the Mayor press for a meeting with the Governor and for the citizens of Branson and Taney County to help press for that as well. She commented there's an incessant pressing by the media for tracking citizens as patients which is a constitutional violation for any medical procedure to be enforced or forced upon a citizen, especially demarcation of their flesh. Ms. Thompson hopes there will be a chance for the people running for office to be allowed to speak and be debated as people are not even aware of who they're electing. She mentioned also providing the Mayor with a letter pertaining to ending involuntary demarcation and microchipping of the flesh. Discussion.

Camille Lombardi-Olive, introduced herself as a candidate for Congress in the 7th District. She explained her concern and the reason she's here looking like she's wearing clown getup is because she's worked 10 disasters including Hurricane Katrina, the Joplin tornado and Hurricane Hugo. She's familiar with the idea of cross-contamination, especially in a field where it's unknown what could potentially contaminate the public or how it's spread. She shared her concerns for the use of masks and assumes the ordinance for the masks is to prevent people from giving the virus to someone else. She mentioned testing negative for the virus last week and reported medical studies have shown cloth masks will not stop the virus from getting to people, especially if they don't wear goggles either. She expressed concern for the City telling citizens they have to wear a mask and asked who is going to decontaminate these masks every night. She added, because when people go out in public wearing a mask and somebody is coughing or sneezing who has COVID-19, the potential for cross-contamination is high and likely. The City's going to have an ordinance which she understands is for public concern and safety, but if people aren't

decontaminating their masks every night it creates a potential for cross-contamination. She pointed out people touch their masks, go into a store and touch things, someone comes behind them later and they touch their nose which is cross-contamination. She asked if the Board knew contaminates can be carried on the bottom of people's feet and explained when she works a disaster field shoes aren't worn from the field into the building. Shoes are taken off outside because people don't know what's on the bottom of them and she expressed her concern over the City's main reason for enforcing this. Ms. Lombardi-Olive explained if it's to protect other people it's not so good, unless the City's going to inform the public that they need to take their mask home every night and wash, dry or steam it or do something else to decontaminate it. She knows a lot of people who don't do this, wear it for weeks on end and people don't know what's on that mask or what they're touching with their hands. She commented gloves are also another Petri dish of cross-contamination as people sneeze or touch something and it's on their gloves. She explained people can decontaminate everything and still get sick and she shared her concerns about what the mask ordinance denies the average citizen and feels the City's not keeping them safe by enforcing it. Discussion.

Kelly Slabaugh, mentioned she grew up in Branson, moved away and came back because it's such a great place. She thanked the Mayor and Board for responding to her email and she expressed her appreciation for the work they do and their desire to represent the City and keep it in good standing. She didn't find churches mentioned in the ordinance and explained while many have made the decision out of love for their congregations to close down for the time being, there's a lot of confusion. She added, pastors desire to be law-abiding, but they don't know what to do because there is no clear language saying churches are protected. If churches are added to the language, she'd like to remind the Board that restricting assembly to worship is against the First Amendment to the Constitution and should be taken seriously. When she looks around, she sees a lot of choices that have been made today which is what she'd like to address. She pointed out most of the people here this evening, including herself, have chosen not to wear a face mask and others have chosen to wear a face mask. She shared her personal preference for wearing a face mask when she's going to be in close proximity to others out of respect for them and feels choice is what's so valuable and the one thing that sets this nation apart. Ms. Slabaugh commented by putting this ordinance into effect it removes citizens' ability to choose, for something that has not really been proven either way by reproducible data. She mentioned there's a lot of first-level data coming in and a lot of opinions, but there's not a lot of reproducible data showing this is actually effective to the desired end. She reminded the Board part of its job is to protect citizens' God-given, constitutionally-protected rights to choose for themselves and their families what's best. She knows most of the people in Branson, if given the right to choose, will choose to put their neighbors first and do the right thing. She also knows there's a strong vein of patriotism that if pressured and put under an ordinance that will punish people by arresting or fining, the City's going to see a lot of resistance. She would hate to see this because that's not what Branson's about. She thanked the Board for the job they do and encouraged them to make sure the City keeps the rights of citizens in mind when doing these things. Discussion.

Pearl Haney, Branson, Missouri, said she's not a healthcare provider or lawyer, but as someone with an easily compromised immune system her responsibility to be informed and vigilant in the protection of her health and consideration for the health of others is something she takes very seriously. She's also very familiar with the Constitution, because it's that document that attributes God-given value to every individual including handicapped individuals like herself. This is not the case in many other places and she's very aware of that and grateful for it. Ms. Haney stated a lot of the decisions that have been made in recent months were motivated by fear due to a lack of data, but as more data becomes available the less cause for fear. She shared two important statistics, the first being the initial reason that any restrictive measures were enacted was to lessen the potential burden on hospitals. She reported that effort was so successful that tens of thousands of employees at hospitals and clinics across the country have now been furloughed or had their hours cut, including in the Branson Community due to a drastic reduction in patient volume. The second statistic being officials were extremely cautious because health authorities didn't know the exact danger this virus posed, but as of May 1st the Centers for Disease Control and Prevention (CDC) has now said that the hospitalization rate of COVID-19 is consistent with recent heavy flu seasons. She explained people should continue to vigilantly care for their health, but actions do not need to be guided by fear any longer. Ms. Haney commented, with those two things in mind she'd like to quickly mention her immediate concerns for the Branson community going forward. She stated, although well-intentioned, mandating face coverings for asymptomatic individuals is ill-advised. Regardless of the CDC's recent

condoning of that concept, there is significant data showing negative effects associated with incorrect and/or prolonged usage of face coverings. She explained if an individual cannot wear a mask for legitimate reasons, to force them to publicly disclose those reasons at any retail establishment is a violation of both the Health Insurance Portability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA). She stated several individuals have asked her to communicate how much they love Branson, but how adamantly they would refuse to visit under these conditions. Furthermore, mandatory signage is not necessary as most individuals are acutely aware of their health right now, so the vast majority of people who choose to visit Branson will be unusually healthy and cautious, but eager to experience some degree of normality. Whether or not to wear a mask should be an individual decision and while social distancing may offer good guidelines for this situation, it cannot legally or practically be mandated. Ms. Haney commented, if healthy individuals want to have a conversation they have an inalienable right, basic constitutional freedoms of speech and assembly to do so at any distance. She explained if social distancing guidelines were strictly enforced, it would make it a potential misdemeanor for anyone not living with or directly related to individuals like herself, to offer them any physical assistance at any time during the next month. That is not only impractical, but is highly discriminatory. Her final concern is that Branson must lift its restrictions on so-called non-essential businesses before May 15th. Most of Branson's main attractions will not be opening until June at the earliest, so we're not worried about being immediately overrun by crowds, but the current restrictions are prohibiting many businesses and shows from beginning necessary planning, training and rehearsal as they respond to this situation. She believes how and when to wear a mask, to distance and to reopen requires an individual approach. Ms. Haney believes Branson is historically a strong community of individuals who care for each other and many of Branson's visitors genuinely love her, and want to help her safely recover from the last couple of months.

Jeff Seifried, President and CEO of the Branson/Lakes Area Chamber of Commerce and Convention and Visitor's Bureau felt Ms. Haney's comments were very well done. He thanked the business community that really took a leadership role prior to the City adopting an ordinance to mandate a shutdown. He feels a lot of the business community knows their customers and employees best, knows how to protect them and many of them, if not almost all, took immediate action before the legal body mandated a closure for the safety of guests and employees. He wants to say thank you because they made the very hard decision at that time. He thanked the groups of people who have been meeting in the community, whether official or unofficial. Mr. Seifried thanked Lisa Marshall, Director of the Taney County Health Department, and her Emergency Services Group she's been leading and City Staff for being a part of developing guidelines. He mentioned the Chamber Task Force and other groups have been meeting to discuss how to protect visitors and employees and what types of best practices can be implemented into the business community. He commented this is going to take some time; some are further along than others as some were expecting to open this week and some are not planning to open for a number of weeks and that's the businesses' choice. He added, based on the Chamber Task Force's discussion on Thursday and the subsequent phone calls afterward of general feedback and concern, he'd like to recommend the Board take option number two; repeal the ordinance and basically mirror the Governor's language. He explained that's a pretty big change from the Chamber's stance about two weeks ago as he probably wouldn't have said this then based on the feedback he was getting. At this point, recommending to the business community that they advise every employee and guest to wear face coverings of some kind, he knows many businesses whether the City mandates it or not, they're going to do it. They'll figure out how to do it to the best of their ability. He reported a lot of people have taken issue with the signage which he thinks comes from their creative nature of wanting to be welcoming. It's about a great experience in Branson and welcoming guests, not throwing guests into jail or getting into an altercation. He's heard from a number of businesses that are prepared to open next week under these types of guidelines, the Governor's guidelines specifically, and they're taking extra precautions beyond those guidelines. He encouraged the Board to move forward with option number two and get the businesses that have the ability to protect their guests and employees open with all of the understandings under the Governor's guidelines. He reiterated a number of people and other businesses are going to take extra time to figure out when they want to open and begin to engage the public based on their business model. He added, it's the business community that will lead the way out of this just as they led the way into it and he thanked everyone who put a lot of work into the documentation. He feels it's easy to criticize, but this issue moves so quickly and every day something new develops. Looking back, that made a lot of sense to him, but today and based on the feedback received

from the Chamber Task Force meeting on Thursday, option number two makes the most sense to him today.

Chris Meyer, 269 State Highway 248, Branson, Missouri, concurred with Mr. Seifried's comments and said after seeing the three options, he would agree that option two makes the most sense. He explained it makes the most sense for the City to be in alignment with the state because as things are changing, it's easier to communicate than two different policies. At some point, people have to trust State leaders and it sounds like there are some cases of ambiguity, and sometimes there's ambiguity for that very reason. He said this would be his encouragement, but if the Board is going to pass this existing ordinance, he thinks there's some problems with it. Mr. Meyer pointed out under definitions, it talks about enclosed public spaces, amusement parks and attractions and he inquired if that includes mini golf, go karts and those types of outdoor things. He added, obviously those are not enclosed and he thinks this language presents some ambiguity. Section 58-387 talks about being seated, eating, drinking and smoking and people don't have to have a face mask, but if they're just seated they have to have the face mask which doesn't make much sense just from a logical standpoint. Mr. Meyer pointed out there's some confusion about the enclosed areas which don't make sense; if a business has a bigger area it can have 10% occupancy, but if it's a smaller area it can have 25%. He understands that's part of the state law and the City might not be able to do anything with that, but it doesn't make a lot of sense. He commented he doesn't think people really need signage because no one is really going to learn something they already don't know and he believes it would be an unnecessary, undue expense. Mr. Meyer expressed this was all to try to reduce the curve initially, but this virus is not going away and it's not going away anytime soon. He explained citizens have to become responsible for themselves as the City cannot be responsible for everyone. People have to be able to make intelligent decisions individually, as businesses and people must have the freedom to do that. People who are high-risk may have to say, maybe I need to stay at home, but other people that aren't high-risk shouldn't. Mr. Meyer reported there are 50,000 people in Taney County with 12 cases of COVID-19 according to Missouri's website. He calculated this is .00024% which is a pretty small number and he clarified this doesn't mean it's not bad, but people aren't doing this for other stuff either. He thinks people have to figure out the risk factor and he doesn't think the Board can figure that out for everybody since that's not what they were elected to do. He mentioned looking at this from a tourism perspective and if Branson opens tomorrow, a lot of people still aren't going to open as it's going to take a while for people to travel. Even if Branson opens, it's still going to be suffering as the tourism industry for quite some time. He commented he doesn't think people have even put numbers to this and explained it has a trickle-down effect in the economy. He mentioned looking at March, April and May for just the four categories of hotels, theaters, attractions and restaurants to come up with estimates based on what he knows in the industry. He hopes he's wrong, but he estimated about a $79 million decrease in revenues. He understands some people might say all he cares about is money. He clarified he doesn't just care about money, but it's a fact of life people need to fund their mortgages and they need to stay in business. He reported people have already heard about people who are going out of business and at the end of the day, this still comes back to individual responsibility. He thinks the Board has a great opportunity and a great challenge ahead and he thanked them for being leaders and working on this. He trusts the Board will make the right decision.

Clarke McBratney, introduced himself as a lifetime resident of Branson and a veteran who believes in freedom first, even to a certain degree above safety. A lot of lives have been given with that concept in mind and when he hears laws that were written in 1909 being quoted and about violation of people's rights in Gallup, New Mexico, he would just encourage the Board to narrow the margins of its power, not broaden them. He asked the Board to give grown people the right to operate their businesses and their personal space. Mr. McBratney expressed he believes people have overreacted to this as there are only 12 cases in Taney County. He reminded the Board that even if it has the power from some archaic law, all of this is going to come back around someday as there's probably going to be legal action and a lot of things happened as a result of this. He reiterated the Board should consider narrowing its power rather than trying to broaden it.

Mark Pearman, introduced himself as the owner of Branson Craft Mall and Pickin' Porch Grill and he'd like to reiterate what some of the others have said. He encouraged the Board to vote for option number two as he thinks option number two, the guidelines from the state, are what people need to follow and adhere to. He asked for clarification on City Attorney Chris Lebeck's comments regarding this ordinance

affecting up to five miles from City limits and he inquired about the results of the COVID-19 testing from the Taney County Health Department conducted last week of about 400 people. Discussion.

Lisa Marshall, Director of the Taney County Health Department, was available via telephone and explained the COVID-19 tests conducted were in partnership with the Department of Health and Senior Services (DHSS) at a mobile testing unit. The partners included Cox Branson, City of Branson, Mercy, Jordan Valley and the Taney County Health Department. They tested 340 individuals largely from Taney County and there were some Stone and Christian County residents as well. Ms. Marshall announced, of those tests none came back positive at this moment in time and the Health Department is currently editing a press release to go out today. She shared the parameters of the tests and explained these were regular COVID-19 tests which basically tested whether somebody had COVID-19 at that point in time. She clarified they were not antibody or serology tests, but strictly to see who has COVID-19 right now. She announced the Health Department is considering this to be a public health win and she feels when public health does its job, people don't see bad things happen. Ms. Marshall believes the number of 12 cases is due to the community being very aggressive and proactive in taking precautionary measures and she reiterated this is considered a public health win.

Tom Roten, introduced himself as the owner of the Branson Café and a lifelong resident of Branson whose family has been involved in the food service business in Branson. His family has been involved since the 1960s and he and his wife since 1983. He's acutely aware of all of the current health guidelines he has to observe with regard to training and certification for their employees, owners and people who come into his business and work. Anecdotally, he can tell everyone his experience out in public is that not everybody observes the same level of hygiene. He's seen gloves misused and feels the mask issue is a real issue. Mr. Roten said he would reiterate what several other people have said as it seems like everyone is pretty much on the same side here. He believes people have overreacted in this particular situation and he supposes people could argue that if people had not done what they did, the consequences would have been much more dire or severe. He commented, that's all speculation at this point and it would seem that the level of infection and the real danger is over. He added, people need to exercise caution, good hygiene and civility, but remove the limitations on all businesses. Mr. Roten stated, let us go back to work and provide for employees, their families, truck drivers, the pop company and grocery salesmen. The cure cannot be worse than the disease and he's afraid that's what this has become. He expressed the need for backing off some of this Draconian legislation in other locations which is going on and he encouraged the Board to give operators in town credit for being reasonable and conscientious. He urged the Board to let people go back to work and own their businesses like they own their businesses.

Jonathan Edwards, mentioned he has the *Absolutely Country* and *Definitely Gospel* shows here in town and he pointed out the inconsistency with the City's proposed ordinance that talks about theaters and operators having to do certain things. He explained he's been the eighth speaker at this podium which hasn't been disinfected once while his theatre would be expected to do so and he emphasized the importance of consistency. He mentioned talks about flattening the curve, the purpose for doing something, and asked if when a purpose has been fulfilled if that means the purpose is done. He provided an example of the purpose to build a building and once the building is completed, he asked if people should continue on with that or stop. Mr. Edwards inquired when does this stop and feels there's not one on the Board that can answer that question. He said he's asked and reported Mayor Akers responded to his email about testing and what it was going to prove. Mr. Edwards stated testing proved that there's zero cases today and he asked if those same people are tested in six days, what the response would be. He inquired why Branson's doing what it's doing and why it's shutting down. He feels the fact has been well stated that it's going to be a while for Branson to come back due to the nature of most of its businesses. The sooner it gets rolling the better off it will be, otherwise you can kiss 2020 goodbye. He asked when personal responsibility is supposed to start and explained it starts when people wake up every morning. There are people who don't take responsibility, but should that be affected on those who do. He explained he definitely doesn't want people coming to his theater and getting sick and asked the Board if it didn't think he'd go above and beyond to make sure his guests are taken care of. Mr. Edwards commented the problem is in many cases, people rely on government in general to take the responsibility of the individual. He added, the truth is most of the Board doesn't know him, have never met him or really cares what his business does; but he does and their business is the same way. He commented, nothing against the second step, but the

problem with going with what the state says is that the state is a big state and Kansas City and St. Louis have proven to be totally different than Branson. He cautioned the Board about going with what the state says and asked if there's another outbreak in Kansas City, if Branson would shut down again as he doesn't believe one size fits all in the State of Missouri. He encouraged the Board to take a look at this, find out why it's doing what it's doing and if the date for this being over has passed. He expressed his belief COVID-19 will be around as long as the flu is around from now on and there likely won't be a vaccine. Mr. Edwards mentioned there are not vaccines for viruses in most cases, but people live their lives. He reported each fall busses with elderly folks come to this town and when he worked at Sight and Sound Theatre part-time, the ambulance was called out seven times in one week due to the flu. He inquired if the next time a flu outbreak happens on those busses, if the town should be shut down and he urged the Board to be consistent in whatever it does. Mr. Edwards encouraged the Board to take Branson totally separately from any other place and do what's right for Branson; not for the state or politicians. Discussion.

Doreen White, said she's a 21-year veteran and resident of Branson for five and a half years. She thinks the Board did a good job and people in Branson are safe to move on and they're in that mode. She mentioned she's a native New Yorker and she thanked the police and first responders. Ms. White explained she's worked in nursing homes and feels they could get appointments for meeting residents outside or make exceptions for those on their deathbed, unless there's a contact of COVID-19 in the nursing home. She mentioned visiting Fort Leavenworth and noticed people go single file and wear masks and she believes following the rules now will give leniency in the future. She explained she was listening to the meeting on the radio and feels the comments made about civil liberties and kids was inappropriate and could have been addressed somewhere else. She thanked the Board for all it does and thinks if people do this now, they'll have more in the future. Discussion.

Lisa Marshall, Director of the Taney County Health Department, explained the Department's recommendation would be a phased approach as discussed. She mentioned working quite a bit with a local task force involving emergency responders and healthcare partners. The Chamber of Commerce sat in on those as well, as did several other partners to work through a phased approach to reopening. She feels there are certainly some criteria that need to be met in order to move forward and thinks one of the biggest concerns is largely around the occupancy load specific to retail sales. She believes this should be expanded beyond just retail sales, because ultimately this virus can be transmitted anywhere people are. Though they want the City to be open and business to resume, a more stepped approach is preferred to allow time to see how the community responds to people coming to it. She restated the recommendation would be to expand that beyond just retail sales which is probably the largest concern with what the Governor has at this point in time. She responded to the Board's questions regarding the Governor's square footage guidelines and clarified the preference would be for them to apply to all indoor businesses and mentioned being a big proponent of the disinfection piece of the proposed ordinance. She expressed these are really key components and she advocated for a layered approach, because people can't just do one of these things and expect to continue on a path of good numbers and good health for the community. Ms. Marshall explained this layered approach includes key components of the disinfection process, occupancy loads for a short period of time, face masks and social distancing. She explained the 10% and 25% occupancy guidelines comes from the Department of Health and Senior Services (DHSS) and the Governor at the state level. It's not something that can be changed on a local level, except for being more restrictive. She explained they're limiting it to retail and the six feet social distancing number would be perfect if people stayed in one static spot, but the fact is people move around and touch things. The more people move around, the more opportunities there are for transmission of the virus. She added, that's where the occupancy piece comes into play and she explained the more people in an indoor, confined space the more opportunity for transmission of the virus. Ms. Marshall emphasized the importance of layering these interventions and thinks limiting the number of people inside businesses, recommending people wear face masks and disinfecting at frequent intervals decreases the risk of transmission. She reported Taney County's numbers are in a good spot and it has not seen a spike. She mentioned it will probably see a few cases here and there which is not surprising as it's unrealistic to think it will never have a case. She expressed concerns over bringing people in from places outside the community because it's opening the door to what people bring here unknowingly. She feels the struggle is asymptomatic people with no symptoms, who don't feel sick, act sick and have no idea they're sick and she expressed her concerns for this. She reiterated layering these interventions helps keep the community safe and the goal is to not

overburden the healthcare system. She explained the reason for that is if it's overburdened with COVID-19 patients, then it's not capable of taking care of heart attacks, strokes and accidents that occur on a daily basis in the County. She thinks it's very important to have some triggers and gate criteria, so if a spike in cases is seen there might be a need to pull back a little bit. Ms. Marshall shared some of the things the Health Department will be monitoring such as the percentages of those tested, how many come back positive and Taney County's footprint. She explained the Taney County footprint is keeping an eye on other locations where individuals come to Taney County from in order to know what's going on with their case counts and how quickly they increase. In addition, watching the capacity of its ability to test everybody who needs a test and the capacity to do contact tracing. She explained contact tracing means anytime somebody tests positive, a disease investigation is launched to find out where they've been, who they've been in contact with and alert people who may have been exposed and ask them to take appropriate measures. She believes another really important piece to this is hospital capacity; do they have enough vents, ICU beds and a decent patient count so if there is a spike they can manage it. She commented those are all pieces that will be looked at moving forward from the Taney County Health Department's perspective. If it feels those items are getting overrun such as large percentages of people testing positive, no capacity to take care of people needing hospitalization or an ability to complete disease investigations for everybody who has a case, then those are problematic and means public health and the healthcare systems are overrun. At that point in time, the Health Department might want to take a step back so it can regain a better sense of control before moving forward again. She hasn't seen any DHSS guidelines yet pertaining to theatres, but feels it's incredibly important to look at occupancy, spacing and disinfection of highly utilized spaces. Discussion.

The meeting recessed at 1:45 p.m. and returned at 1:55 p.m.

Alderman Milton moved to amend Bill No. 5808 as follows [changes indicated in red]:

Sec. 58-1 – Definitions.

~~*[[Public gathering* or *social gathering* means for purposes of this Chapter only a planned or spontaneous event with a number of people in attendance in a single space that could facilitate the spread of a communicable disease.]~~

~~*Enclosed public [place]*~~***space*** ~~means for purposes of this Chapter an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, convention facilities, enclosed common areas, enclosed shopping malls, common areas of hotels and motels, laundromats, museums, reception areas, restaurants, retail establishments, retail stores, schools, spas, sports arenas, theaters, waiting rooms~~**, amusement parks and attractions**~~.~~

~~*[Essential businesses* means for purposes of this Chapter only day care facilities which serve employees of essential businesses, health care facilities, grocery stores, convenience food stores, service stations, drug stores, pharmacies, public service or telecommunication facilities, financial institutions, law firms, accounting firms, government offices and facilities, lodging establishments, and restaurants or other businesses as deemed essential by the Emergency Management Director or the City Administrator.]~~

~~***Occupant load* means for purposes of this Chapter the total number of persons including employees that might occupy a building or portion thereof at any one time as determined by fire code.~~

~~ARTICLE III- COMMUNICABLE DISEASE~~

~~Sec. 58-386 – Purpose.~~

~~This article is enacted to mandate restrictions on conduct to prevent the introduction and spread of contagious diseases in the City by restricting [non-essential] business operations, [public and social gatherings],~~ **requiring face masks** ~~and forcing social distancing amongst individuals in the City.~~

~~*Sec. 58-387 –* [Public or Social Gatherings Prohibited]~~ ~~***Personal Conduct Prohibited***~~

~~(a) [It is unlawful for any person to take part in or allow a public gathering or social gathering of more than ten people.]~~ ~~**It is unlawful for any person to be in an indoor enclosed public space without a particulate mask or fabric covering of the nose and mouth secured to the face with ties or loops unless that person is seated and eating, drinking or smoking or unless that person is performing entertainment on a physical stage.**~~

~~[(b) It is unlawful for any person to operate an enclosed public place in a manner that exceeds twenty-five percent of the established occupant load of the enclosed public space. This is not applicable to day care facilities, health care facilities, and within lodging establishments is only applicable to the common areas.]~~

~~([c]**b**) It is unlawful for any person to fail to maintain at least six feet (6') of distance between individuals that are not family members~~ ~~**or do not reside together. This provision shall not apply to individuals performing job duties that requires contact with other people that are not family members closer than six feet (6')**~~.

~~*Section 58-388 – Operation of Enclosed Public Spaces [Non-Essential Businesses Prohibited]*~~

~~(a) [Only essential business operations are permitted to operate in the city.]~~ ~~**It is unlawful for any person to operate an enclosed public space in a manner that exceeds twenty-five percent of the established occupant load of the enclosed public space if the enclosed public space is under ten thousand square feet (10,000).**~~

~~(b)[Non-essential businesses may continue operations consisting exclusively of employees, contractors, or other agents of those businesses performing activities at their own residences.]~~ ~~**It is unlawful for any person to operate an enclosed public space in a manner that exceeds ten-percent of the established occupant load of the enclosed public space if the enclosed public space is ten-thousand square feet (10,000) or more.**~~

~~(c)[Non-essential businesses may allow no more than ten people of the business on the premises if the premises are closed to the public.]~~ ~~**Any person operating an enclosed public space shall disinfect using an EPA-registered disinfectant, diluted bleach solution or 70% alcohol solution all high-touch surfaces including but not limited to tabletops, countertops, point-of-sale devices, points of ingress, door handles, toilets, faucets, and sinks a minimum of once per hour during business hours.**~~

~~[(d) The Emergency Management Director or City Administrator are authorized to allow other people on the premises of any non-essential business as needed.]~~ ~~**Any person operating an enclosed public space shall maintain a log of hourly disenfections under this Section at their place of business.**~~

~~*[Section 58-389 – Eating or Drinking on the Premises Prohibited]*~~

~~(a)[It shall be unlawful to take part in or allow eating or drinking on the premises of any restaurant or business open to the public.]~~

~~(b) [Operating an existing drive-thru or providing pickup or delivery options from any restaurant shall not be a violation of this Section.]~~

~~***Section 58-389 – Signage Required for Business Operations***~~

~~**(a) It shall be unlawful for any business to be open to the public unless at the points of ingress and egress to the premises there is prominantely displayed a sign no smaller than**~~

~~**11 inches tall by 14 inches wide which shall contain the following in red lettering at least one-half inch high on white background:**~~

~~**"1. IT IS A VIOLATION OF THE LAW TO ENTER THE PREMISES WITHOUT AN APPROPRIATE FACE COVERING. IF YOU DO NOT FEEL WELL GO HOME.**~~

~~**2. PLEASE DO NOT CONGREGATE IN GROUPS OF MORE THAN TEN PEOPLE.**~~

~~**3. IT IS A VIOLATION OF THE LAW TO FAIL TO MAINTAIN AT LEAST SIX FEET (6') OF DISTANCE BETWEEN INDIVIDUALS THAT ARE NOT FAMILY MEMBERS OR DO NOT RESIDE TOGETHER."**~~

~~**(b) A business shall be in compliance with this Section if they display signage that has been provided to the business by the City of Branson.**~~

~~*Section 58-390 – Visitation of Long-term Care Facilities or Retirement Homes Prohibited*~~

~~[(a)] It shall be unlawful to visit nursing homes, long-term care facilities, retirement homes, or assisted living homes or any other facility where of guests or residents over the age of sixty outnumber those under the age of sixty unless that visit is to provide critical assistance or care.]~~

Seconded by Alderman McConnell. 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.

Lisa Marshall, Director of the Taney County Health Department, explained as it pertains to theaters, the Health Department typically only inspects where food is served such as concession stands, not the theater where people are seated. It doesn't have jurisdiction to inspect retail places that don't serve food, but anywhere that serves food it will inspect. She explained the Health Department doesn't have the ability to enforce disinfecting on an hourly basis or particular cleaning methods, but will be looking at general practices within the food and other codes that require disinfection and cleaning. Ms. Marshall mentioned the Health Department offers business toolkits of general practices specific to different industries on its website. These walk people through how to assess risk for COVID-19 at their businesses, how to keep people safe and stresses the importance of disinfection. The Health Department's preference is to leave the disinfection piece in the ordinance and plans to continue to push its education on disinfection practices and appropriate cleaners. She believes this is a very key piece, especially as people start coming from outside the community. It's something that will be pushed very heavily and she hopes businesses continue that practice. She clarified this is a little bit different than a normal cleaning routine because the virus is very contagious. She feels the business community has been proactive and hopes it continues to reach out to the Health Department for advice. Discussion.

Mayor Akers called for a vote on the amendment: Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

Mayor Akers called for a vote on Bill No. 5808 as amended. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

Alderman Skains moved to read Bill No. 5808 for its final reading due to recent State of Missouri guidelines surrounding COVID-19, seconded by Alderman McConnell.

Mayor Akers asked for anyone wishing to speak regarding this matter.

Marshall Howden, 106 Rose Oneill Drive, Branson, Missouri, expressed his concerns for reading this bill for a final reading and asked for clarification on City Attorney Chris Lebeck's comments regarding DHSS guidelines about theaters opening. He asked if what Mr. Lebeck was saying is that it would be up to the state to keep theaters closed until possibly June 15th. City Attorney Chris Lebeck clarified the state's

regulations. Mr. Howden reported there was some confusion in the audience, so he retracted his statement and said he's for a second reading.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Final Reading of Bill No. 5808, an ordinance amending Chapter 58 of the Branson Municipal Code pertaining to personal conduct, enclosed public spaces and the spread of communicable diseases was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5808. Alderman McConnell so moved, seconded by Alderman Skains. Discussion.

Alderman Milton moved to amend Bill No. 5808 as follows [changes indicated in red]:

Section 3: This ordinance shall be in full force and effect **immediately** ~~[at 12:01 AM on Tuesday, May 5, 2020~~ after its passage by the Board of Aldermen and approval by the Mayor. ~~and remain in effect until 11:59 PM, Sunday May 31, 2020 at which time the Sections above will be repealed in their entirety unless extended by the Board of Aldermen.]~~

Seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Camille Lombardi-Olive, asked for clarification on the mask requirement, because she believes it's not a state requirement. Discussion.

Kelly Slabaugh, questioned if it was wise to leave this ordinance open-ended and mentioned she didn't see a date for this or the state's ordinance ending. She inquired if the Board should set an end date. Discussion.

Mayor Akers called for a vote on the amendment. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

Mayor Akers asked for additional comments from the Board. No discussion. Mayor Akers called for a vote on Bill No. 5808 as amended. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Discussion. Ordinance No. 2020-0053 was duly enacted.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Skains moved to adjourn, seconded by Alderman Castillon. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Meeting adjourned at 2:42 p.m.

_____
E. Edd Akers
Mayor

_____
Lisa Westfall
City Clerk

Handout provided by Amber Thompson for Item #1

5-4-20 Special Mtg. Handout for Item #1

INVOLUNTARY DEMARCATION ON or WITHIN HUMAN FLESH including IMPLANTATION OF MICROCHIP OR PERMANENT IDENTIFICATION MARKER Penalty; definitions.

1. It is unlawful for any entity or person including those described in paragraphs (a) to (d), to require another person to undergo physical demarcation of any kind to include the implantation of a microchip or other permanent identification marker of any kind or nature with:
   (a) An officer or employee of this State or any political subdivision thereof &/or affiliate;
   (b) An employer as a condition of employment to include social workers, mental health, &/or medical health professionals &/or affiliate;
   (c) A person licensed to sell or provide insurance pursuant, or
   (d) A person licensed to participate in a business related to bail.
   (e) A person who is a member of NATO or other world health organization &/or affiliate.
   (f) Any form of law enforcement to include Federal, local, county, or State police (citizen or non-citizen) &/or affiliate;
   (g) Any form of military officer &/or affiliate (citizen or non-citizen).
   (h) A person who is employed by &/or affiliated with a national organization such as NIH (National Institute of Health), the CDC (Center for Disease Control), or a subcategorized organization such as NIAID (National Institute of Allergies & Infectious Diseases).
2. A person who violates the provisions of this section is guilty of a category C felony & shall be punished.

3. If inducement, incentive, or threat of punishment is applied to the offense described in 1. of this section, the person is guilty of a category B felony & shall be punished.
4. The individuals mentioned in 1 (a) – (g) of this section shall include both citizen & non-citizens of the country of the United States of America.

4. As used in this section:
   (a) "Microchip" means a device that is subcutaneously implanted in a person and that is passively or Actively capable of transmitting personal information to another device using radio frequency technology. The term does include a device that is implanted in a person if the device:
      (1) Is capable or incapable of passively or actively transmitting personal information to another device using radio frequency technology and the device:
         (I) Is used in the diagnosis, monitoring, treatment or prevention of a health condition; and
         (II) Only transmits such information as is necessary to carry out the diagnosis, monitoring, treatment or prevention of the health condition; or
      (2) Is any type of hearing aid or hearing implant device.
   (b) "Voluntarily" means without an incentive or other inducement.
   (c) "Permanent identification marker" means a demarcation of or within the flesh to include the following:

      (1) a non-digital tattoo created from the burning or imprinting upon the flesh via an outside means such as usage of branding iron, fire, or laser application or otherwise.

      (2) a digital tattoo consisting of any kind used or not used for tracking humans or other purpose.

      (3) an injection of any kind used or not used for tracking humans or other purpose.

      (4) a transfusion of any kind used or not used for tracking humans or other purpose.

      (5) a radiofrequency identification device (also known as R.F.I.D.) of any kind used for tracking humans or otherwise.

      (6) a radiofrequency identification device (also known as R.F.I.D.) of any kind not used for tracking humans or otherwise.

   (d) "World health organization" means a group of people or individual associated with an international medical or non-medical force including NATO (North Atlantic Treaty Organization), WHO (World Health Organization), United Nations, or otherwise.

In Missouri Law, Medical Personnel Forcing a Patient as a hostage is a FELONY (Class A for *non-violent* & Class B if terrorizing the victim). **DEMAND THIS LAW BE reviewed & ENFORCED with medical personnel! End IHT (Institutional Human Trafficking).** If Dr. Fauci, the American Psychiatric Association, & Missouri psychological associations are not defending us from being medical slaves, they are against us! If Dr. Fauci's 'digital certification' involves GPS trafficking humans & demarcating them, it is unConstitutional & inhumane as a reinstatement of slavery. Block medical slavery at the highest level of authority.

********Additional Legislation Proposal for adding to the current MO Statute 565.110. Kidnapping:**

INVOLUNTARY HOSTAGE Inducement, first degree, penalty in regards to medical professional, mental health professional, & social workers (& affiliates):

1. A social worker, medical professional, mental health professional, &/or their affiliate(s) commit the offense of kidnapping in the first degree if he or she unlawfully removes another person **without his or her consent (both verbal & written)** from the place where he or she is found (in residence, patient room, or otherwise) &/or unlawfully confines another person without his or her consent for any time period, for the purpose of:

(1) Using the person to perform a medical procedure;

(2) Using the person as a medical hostage;

(3) Inflicting physical injury on or terrorizing the victim or another present.

(4) Holding a person hostage longer than he or she desires no matter how short the time period.

2. The provisions of this section shall not be construed to prohibit a natural person from voluntarily electing to undergo medical procedures by will.

3. At any time, a person should be allowed to disengage consent solitarily with verbal notification or if unable to speak – with written notification – even if electing to go A.M.A. (against medical advice).

4. The presence of psychological labels of the person &/or psychiatric/psychological treatment procedures shall not be exempt of the law described in this section.

5. The attempt of a social worker, medical professional, mental health professional, &/or their affiliate(s) to coerce an individual in effort to obtain a signature &/or verbal permission to hold the person hostage as described in section 1 shall be guilty of a misdemeanor unless following through with this offense which results in a class C felony.

4. As used in this section:

(a) 'Consent' means permission from the individual themselves to allow something to happen.

(b) 'Confines' means keep or restrict someone or something within certain limits (space, scope, or time)

4. The provisions of this section shall include a penalty of kidnapping class A felony for offense in subsection (4), class C felony for offense subsection (1), (2), & (3).

In Missouri Law, **Medical Personnel Forcing a Patient as a hostage** is a

FELONY (Class A for *non-violent* & Class B if terrorizing the victim)

565.110. Kidnapping, first degree, penalty. — 1. A person commits the offense of kidnapping in the first degree if he or she unlawfully removes another person without his or her consent from the place where he or she is found or unlawfully confines another person without his or her consent for a substantial period, for the purpose of:

(1) Holding that person for ransom or reward, or for any other act to be performed or not performed for the return or release of that person; or

(2) Using the person as a shield or as a hostage; or

(3) Interfering with the performance of any governmental or political function; or

(4) Facilitating the commission of any felony or flight thereafter; or

(5) Inflicting physical injury on or terrorizing the victim or another.

2. The offense of kidnapping in the first degree is a class A felony unless committed under subdivision (4) or (5) of subsection 1 of this section in which cases it is a class B felony.

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WHY IS THIS LAW NOT BEING ENFORCED? MANDATE THIS & SPEAK TO YOUR POLITICIAN TODAY!

Attempt to receive help from authority politics

senator claire mccaskill

Gmail

Move to Inbox

COMPOSE

Inbox (146)

Starred

Important

Sent Mail

Drafts (55)

Circles

Personal

Travel

More

Healingcorps

No Hangouts Contacts

Find someone

Reply from Senator McCaskill

Inbox x

Senator Claire McCaskill <senator@mccaskill.senate.gov>

to me

April 9, 2015

Dear Ms. Thomsen,

Thank you for contacting me regarding child abuse and the perf agencies. I appreciate hearing from you, and welcome the oppo

As a mother and a former prosecutor, I share your concerns and protecting our children from abuse. During my years as a Misso performance audits on state programs, including the Social Serv and Missouri's Child Abuse Hotline. Currently, I continue to sup level, but as your U.S. Senator I no longer have jurisdiction over

You may be interested to know, however, that I supported provid funding to state child abuse training programs for judicial person child abuse enforcement assistance and $22.5 million for progra in the Consolidated Appropriations Act of 2010 (H.R. 3288). Thi training and technology needed to quickly and accurately act on promote proper family reunification. I was proud to support this c such important issues.

I recognize, however, that funding alone will not stop child abuse be used effectively by the local organizations who receive them. encourage you to contact your Missouri state representative or h http://www.senate.mo.gov/llookup/leg_lookup.aspx to voice your child protective agencies. I appreciate and share your concerns children and I will continue to work on behalf of this vulnerable p here in the U.S. Senate.

Again, thank you for contacting me. Please do not hesitate to co can be of further assistance to you on this or any other issue.

Sincerely,

Claire McCaskill

Claire McCaskill
United States Senator

BILLY LONG
[illegible]

COMMITTEE ON
ENERGY AND COMMERCE
[illegible]
[illegible]
[illegible]
[illegible]

Congress of the United States
House of Representatives
Washington, DC 20515–2507

2454 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC [illegible]
(PHONE) (202) [illegible]
(FAX) (202) [illegible]

November 20, 2019

Ms. Amber Thomsen
113 North Sunshine Street
Branson, MO 65616-2362

Dear Ms. Thomsen:

My Congressional Office has received your email regarding your issue with CPS. Unfortunately, we cannot offer any legal advice and cannot become involved as this is ultimately a legal matter.

If I can be of service in regards to another issue, please feel free to contact my office.

Sincerely,

Billy Long

Billy Long

3232 EAST RIDGEVIEW STREET

2727 EAST 32ND STREET, SUITE 2

DRAFT

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
May 12, 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 May 12, 2020, at 6:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance" and Ted Martin gave the invocation.

ROLL CALL

City Clerk Lisa Westfall called roll: Mayor Edd Akers presiding, Kevin McConnell, Brian Clonts, Bob Simmons, Bill Skains, Larry Milton and Rick Castillon.

MAYOR'S STATEMENT

Mayor Akers read a statement regarding decorum and stated it is my responsibility as Mayor under state law to take care of the ordinances of our City and the state laws relating to our City that they are complied with. Under one of our ordinances, Branson Municipal Code 2-64, I am tasked with the responsibility of being the Presiding Officer of the Board and am required to preserve strict order and decorum at all meetings. Decorum is often defined by the dictionary as propriety and good taste in conduct or appearance. In one of the many definitions of order is a state of peace, freedom from confused or unruly behavior and respect for law and proper authority. In the past we've had a number of abstentions of votes without proper basis for the abstentions. The citizens of Branson elected us to make decisions on policy matters and to make those decisions by voting. We are obligated to vote unless a conflict of interest prevents us from doing so. The common law in the State of Missouri supports this. Although I cannot force any member of the Board to cast a vote and no member can be required to cast a vote, I do have the ability to control the order and decorum of these meetings. As a result, I'm announcing under my authority to preserve order and decorum at these meetings, that any abstention by any member of the Board during this meeting can be recast as a no vote. 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. Please remember to speak into the mic, state your name and address for the record. In our own past, we've allowed for Aldermen at the end of the speakers to call someone back up. Please keep the five minute guideline.

PUBLIC COMMENT

Marshall Howden, 106 Rose Oneill Drive, Branson, Missouri, stated he wrote this speech a few months ago, but held off giving it due to COVID-19. He feels now that drive-thru voting has been implemented, he believes this can now be done safely and mentioned as Thomas Jefferson said, we don't have government by the majority, we have government by the majority who participate. Mr. Howden believes there's a bit of contradiction in Branson which isn't unique to the City, but feels it's the kind of place that could reverse it. He reported the last U.S. Census placed Branson's population at 10,520 and he feels

it's safe to say this number will increase with the updated Census. He reported in the last election, the Mayor received 790 votes to 733 votes for the former Mayor. This is a total of 1,555 votes when adding the other challenger's portion, equating to 14.8% of the overall populous. He pointed out, obviously some of these people are below voting age, but with the increase in population it's safe to assume that number is close to accurate. Mr. Howden pointed out this was an election with two well-known candidates and a lot of notoriety. He mentioned when placing his campaign signs out he has to drive down Veterans Boulevard and recalled thinking about how people can't go to a theater without God and Country being honored and how the American flag adorns nearly every address. He doesn't believe there's a reason why this patriotism and civic spirit can't continue to elections. He doesn't know which candidates this will help or hurt, or if it will have any effect whatsoever, but he called on every candidate in the upcoming June 2nd Municipal Election to promote voting efforts. He urged them to help reverse this trend and get citizens more involved. He mentioned President Andrew Jackson once said American's aren't perfect, but we are called to a perfect mission. Mr. Marshall asked everyone to put their patriotism on full display.

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. Hearing none, Mayor Akers asked City Clerk Lisa Westfall to read the items on the Consent Agenda. City Clerk Lisa Westfall read the following Consent Agenda items by title.

Approval of Board of Aldermen Minutes:

a) March 19, 2020 Special Meeting
b) March 23, 2020 Emergency Meeting

Acknowledge Receipt of Minutes:

a) Planning Commission Study Session of March 3, 2020
b) Planning Commission Regular Meeting of March 3, 2020

Mayor Akers opened the floor for a motion to approve all items on the Consent Agenda. Alderman Clonts moved to approve all items on the Consent Agenda, seconded by Alderman Milton. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

REGULAR AGENDA

BILL NO. 5782
Ord. No. 2020-0046 **Approving the annexation of the property located at 3855 Fall Creek Road, Branson, Missouri.**

Final Reading of Bill No. 5782, an ordinance approving the annexation of the property located at 3855 Fall Creek Road, Branson, Missouri, was read by title by City Clerk Lisa Westfall. She stated this bill was postponed on its Final Reading during the March 19, 2020 Regular Meeting. It is in need of a motion, second and a vote. A staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5782. Alderman Castillon so moved, seconded by Alderman McConnell. 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:

McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Ordinance No. 2020-0046 was duly enacted.

Presentation of the 2020 Financial Update.

A presentation of the 2020 Financial Update 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.

BILL NO. 5809

Approving the renewal of the contract with Online Solutions LLC d/b/a Citizenserve for a land management software solution.

First Reading of Bill No. 5809, an ordinance approving the renewal of the contract with Online Solutions LLC d/b/a Citizenserve for a land management software solution and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5809. Alderman Milton so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Motion carried.

BILL NO. 5810

Approving the renewal of the contract with Arvest Bank for purchase card services.

First Reading of Bill No. 5810, an ordinance approving the renewal of the contract with Arvest Bank for purchase card services and authorizing the Mayor to execute the contract 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. 5810. 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: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Motion carried.

BILL NO. 5811

Approving the renewal of the contract with Central Bank for banking services.

First Reading of Bill No. 5811, an ordinance approving the renewal of the contract with Central Bank for banking services and authorizing the Mayor to execute the contract 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. 5811. 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: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5812

Approving an Intergovernmental Agreement between Taney County and the City of Branson to allow the County to provide funding toward the cost of the City's Planned 2020 Sewer System Improvements.

First Reading of Bill No. 5812, an ordinance approving an Intergovernmental Agreement between Taney County and the City of Branson to allow the County to provide funding toward the cost of the City's Planned 2020 Sewer System Improvements 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. 5812. Alderman McConnell 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: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5813

Accepting the proposal of Gulf State Distributors, Inc. to provide ammunition.

First Reading of Bill No. 5813, an ordinance accepting the proposal of Gulf State Distributors, Inc. to provide ammunition and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Police Chief Jeff Matthews. Mayor Akers asked for a motion approving Bill No. 5813. Alderman Skains so moved, seconded by Alderman Clonts. 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: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5814

Approving the renewal of the Memorandum of Understanding between the Missouri Department of Public Safety pertaining to the Law Enforcement Support Office Program.

First Reading of Bill No. 5814, an ordinance approving the renewal of the Memorandum of Understanding between the Missouri Department of Public Safety pertaining to the Law Enforcement Support Office Program and authorizing the Mayor to execute the agreement was read by title by City Clerk Lisa Westfall and a staff report was presented by Police Chief Jeff Matthews. Mayor Akers asked for a motion approving Bill No. 5814. Alderman Castillon so moved, seconded by Alderman Clonts. 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: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5815

Accepting the proposal of Under the Wire, LLC pertaining to traffic signal maintenance services for the City.

First Reading of Bill No. 5815, an ordinance accepting the proposal of Under the Wire, LLC pertaining to traffic signal maintenance services for the City and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5815. Alderman Skains so moved, seconded by Alderman McConnell. 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: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5816
Ord. No. 2020-0054

Accepting the proposal of All Sealed Up Sealing and Striping, LLC pertaining to the asphalt seal and striping Ball Parks of America Parking Lot.

First Reading of Bill No. 5816, an ordinance accepting the proposal of All Sealed Up Sealing and Striping, LLC pertaining to the asphalt seal and striping Ball Parks of America Parking Lot and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5816. 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. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Alderman Clonts moved to read Bill No. 5816 for its final reading due to time constraints in the Ground Lease Agreement with Ball Parks of America, 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. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Final Reading of Bill No. 5816, an ordinance accepting the proposal of All Sealed Up Sealing and Striping, LLC pertaining to the asphalt seal and striping Ball Parks of America Parking Lot and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5816. Alderman Skains so moved, seconded by Alderman Milton. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Ordinance No. 2020-0054 was duly enacted.

BILL NO. 5817

Approving a Second Amendment to the contract with Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design pertaining to carpet replacement.

First Reading of Bill No. 5817, an ordinance approving a Second Amendment to the contract with Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design pertaining to carpet replacement and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5817. Alderman McConnell so moved, seconded by Alderman Clonts. 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: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5818

Approving the Sale of Real Estate to Rodriguez Real Estate Investment LLC.

First Reading of Bill No. 5818, an ordinance approving the Sale of Real Estate to Rodriguez Real Estate Investment LLC and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5818. 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. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Alderman Skains moved to read Bill No. 5818 for its final reading due to the need to close on the property, seconded by Alderman Clonts. 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: Milton. Nays: McConnell, Clonts, Simmons, Skains and Castillon. Motion failed. Alderman Milton asked for the record to reflect his vote was a mistake. Alderman Castillon moved to re-vote, seconded by Alderman Skains. Mayor Akers called for a vote on the motion to re-vote. Voting aye: Clonts, Simmons, Skains, Milton and Castillon. Nays: McConnell. Motion carried. Mayor Akers called for a vote on the motion requesting Bill No. 5818 be read for a Final Reading. Voting aye: none. Nays: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion failed.

BILL NO. 5819

Approving the 2020-2021 Property/Liability and Workers' Compensation Insurance Coverage and premiums paid to Connell Insurance, Inc. with Property/Liability Coverage through Tokio Marine HCC (HCC), and Workers' Compensation coverage through Missouri Employers Mutual Insurance Company (MEM) for the City of Branson.

First Reading of Bill No. 5819, an ordinance approving the 2020-2021 Property/Liability and Workers' Compensation Insurance Coverage and premiums paid to Connell Insurance, Inc. with Property/Liability Coverage through Tokio Marine HCC (HCC), and Workers' Compensation Coverage through Missouri Employers Mutual Insurance Company (MEM) for the City of Branson and authorizing the Mayor to execute the document related thereto was read by title by City Clerk Lisa Westfall and a staff report was presented by Human Resources Director Jan Fischer. Mayor Akers asked for a motion approving Bill No. 5819. Alderman Milton so moved, seconded by Alderman Castillon. 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: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman Skains reported the issue that's being dealt with by the State regarding unemployment insurance has been remarkable. He expressed appreciation to its state and local staff who managed the entire unemployment insurance system out of their homes. While the system crashed several times, he thinks that was to be expected. He announced the offices will open again on May 13th through 15th for people to access those offices directly. While he's not sure what the Governor's restrictions will be on the number of people allowed in the offices, he hopes these offices will be back open, providing services to citizens of the community as quickly as possible.

City Administrator Stan Dobbins announced applications for positions on Boards such as the Capital Improvements Committee and Budget and Finance Committee will open beginning May 22nd through June 19th. He encouraged anyone from the public desiring to serve on one of these Boards and become even more part of the community, to visit the City's website. He thanked everyone for working with the City over the last couple of months as he knows it's been a difficult time. He expressed gratitude to City Department Directors for all the hard work they've put in which he feels has been wonderful to see and be a part of and he thanked the Board as well.

Mayor Akers said his comments are in regard to this community and he expressed his appreciation for the cooperation between the Chamber of Commerce, Health Department and all entities that are stakeholders in the community. He stated the hospital has been very helpful, the medical facilities are excellent and there are good people involved. He reported there's been five areas of concentration and the Chamber put together a task force to meet and discuss reopening Branson. He feels the cooperation and creativity of that group of people who are trying to figure out how to get things open again has been extremely good. He encouraged everyone to look at the reports which were due to the City and he believes they're now on the City's website. He explained these are reports and recommendations for particular industries such as retail and restaurants and he encouraged people to see what the community is trying to do to continue to have good results. Mayor Akers mentioned Branson's beginning to see a few people as the reports showed, in the retail area in particular, there were several people in town. It may have been mostly the local markets who came, but retail shops that were open had a good Friday, Saturday and Sunday. He explained they're opening up gradually which is working well and they seem to be in agreement this is the best way to get Branson going again. He referred to the Governor's analogy of comparing opening up to being a gradual dial rather than the flip of a switch. Mayor Akers shared he's encouraged by the cooperation of people who understand this and are seeking to protect citizens as well as the folks coming to visit Branson.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Milton moved to adjourn, seconded by Alderman Castillon. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Meeting adjourned at 7:31 p.m.

_____
E. Edd Akers
Mayor

_____
Lisa Westfall
City Clerk

Park Board Minutes
January 21, 2020

Members Present: Candy Sullinger, Jamie Whiteis, Bob Simmons, Clark Harris, Andrew Brown, David Parish and Scott Wuest
Members Absent: Garrett Vanderpool, Scott McCaulley and Julie Wolfe
Staff Present: Cindy Shook, Jason Reinsch and Marsha Fulton

The meeting was called to order by Candy Sullinger. Scott Wuest made a motion to approve the Park Board minutes dated November 20, 2019. Jamie Whiteis seconded the motion. All were in favor.

Business:

1. The first item on the agenda was the November financial report. Cindy reported that the November report was for 91% of 2019, and once again the campground was positively influencing the overall department budget by having a banner year. Cindy went onto to share positive feedback from Assistant Finance Director Stacy McAllister as related to the report:

- RecPlex revenues increased $35,463.
- Tournament revenue increased by $11,396 with expenses only increasing by $1,608.
- Campground revenue increased by $87,595 with expenses decreasing by $4,754.
- Cigarette tax revenue increased by $4,660.
- In total, revenues increased by $133,692 with expenses decreasing by $25,368.

2. The next item on the agenda was the presentation of the 2020 Activity Guide. While Jason handed out guides to everyone, Cindy stated how pleased she was with the guide, pointing out that the picture on the front of the guide was of Jason's daughters with Santa. Cindy went on to share that the guide was already available digitally on the Parks and Recreation website in full color. Cindy then briefly discussed the different sections of the activity guide pointing out the numerous new items including the Doggie Easter Egg Hunt and youth fishing clinics. Jason stated that the guide is a great reference for not just sports but also community events. Cindy directed the board's attention to page 13 of the activity guide, highlighting all the new additions at Eiserman Park, including the new dedicated pickleball courts. Cindy reminded the board that the Park's Department has been collaborating with the Branson Pickleball Club since last year to fundraise to provide the new pickleball courts. Cindy also pointed out the parks and trails page and noted the descriptions of future trail improvements. Clark congratulated Cindy on a job well done with the activity guide, stating that it looked great and was easy to read. Bob asked about the distribution of the guide. Cindy replied that they no longer did a mass mailing of the guides, as more people opt to use the digital version that is available on the website, although a hard copy can be picked up at the RecPlex. She stated that a press release was done highlighting the options to view the guide online or pickup at the RecPlex. Scott inquired if the hiking trails were available on an app. Jason stated that in addition to the interactive map located at Lakeside Forest, there were apps available that included the local trails, but that in his experience those

apps were really driven primarily by the hikers themselves. Scott then stated that it may be worth drilling down into the information on the apps to be sure that they were correct. Cindy agreed that it was something they should review.

3. The next item on the agenda was the year end campground information. Cindy opened this item by reminding the board that the campground went live with new web-based software in March 2019, and it allowed the campground to take online reservations. Jason then shared a handout that compared RV site occupancy from 2018 to 2019, noting percentage of occupancy, nightly fee, and total revenue for the sites. Jason stated that some of the take a ways from the report include:

- The campground continues to trend up in occupancy and extend the season.
- The increase of some RV site fees have caused some campers to use the underutilized back in sites.
- The new software system allows for better utilization of each site. Towards the latter part of 2019, over 33% of park reservations were occurring online.
- The changes on the front row of the rally section to upgrade to premium sites did cause some sites to be eliminated and resulted in a slight decrease in revenue but should ultimately cause revenue to increase long term because of the improved guest experience.

Jason stated that it is very exciting going forward to have faster and easier access to data due to the new software. In addition, survey opportunities have been enhanced and a survey is now sent out 48 hours after a guest leaves the park, thanking them for staying and asking a few questions. The second survey option is also available online through Trip Advisor and Google. Scott asked who was managing social media for the campground. Jason stated that social media is mostly handled through Campground Manager Chad Glaser. David then asked if there were lower rates for the winter and Jason responded yes, that there are winter rates as well as weekly and monthly options. Bob then stated that he had his doubts about the decision to eliminate some of the sites to install premium sites, but that he was pleased to see that it had worked. He then congratulated Cindy and Jason on another great decision.

4. The next item on the agenda was the introduction of the TreeKeeper program. The board members were provided a brochure for the new program and then Cindy reminded the board that Landscape Specialist, Amy Jackson, had discussed the TreeKeeper's program at the November Park Board meeting. Cindy explained that this program will help support Amy with tree maintenance including planting, watering and pruning trees in city parks and properties. Jason added that after Amy had recently done training with the maintenance crew, she was pleasantly surprised when one of the staff had come in and stated that "someone had topped a tree they shouldn't have, and they didn't cut it at an angle". Jason added that with the tree inventory, they are now able to keep notes on every tree in relation to trimming, pruning, etc., thanks to new map integration created by Curtis Copeland in the Engineering/GIS Department. Cindy then added that they would be getting the information out to the public about the new TreeKeeper program in different ways, which will include a media release. Bob added that it would be a great opportunity for kids programs as well.

5. The next item on the agenda was the update on winter projects. Cindy stated that they were very busy with multiple projects from pickleball courts at Eiserman Parks to LED lights at Alexander, Stockstill, and Lakeside Forest parks. Jason added that they had also added lights at the Murphy Park pavilion and had cleared ten feet back on the lower lot. Bob shared that he had recently spoke to the Chief of Police, who indicated that they are patrolling more often and that they were seeing an impact. Cindy stated that more and better lighting, along with brush clearing, would hopefully deter negative issues. Jason mentioned they were also doing work on the Taneycomo Trail at Lakeside Forest due to the bottom of the trail has becoming very steep and slick. New earthen steps and handrails were being added to provide stability to users.
6. The next item on the agenda was the update on recent special events. Cindy opened this item by stating that the Adopt-A-Senior program for 2019 was the largest to date, with over 250 seniors adopted. Cindy stated it went really well with a lot of people volunteering to deliver gifts. Jason added that he was at the Community Center when three bucket trucks and staff from White River Electric pulled up to load up gifts to deliver. Cindy shared that Breakfast with Santa had over 100 people at each of the three sessions, the recent archery tournament hosted 160 archers and the December pickleball tournament raised over $4,000 for the Fogle Family Foundation's Benefit the Badge. Cindy concluded by saying it had been a busy December.

Member's Report

1. Andrew stated that he had been substituting at the Branson High School and had noticed some trap team signs and wondered if that was something the Parks Department could partner with.
2. Clark shared that in mid-December he along with Amy Jackson and Rick Davis had planted 150 milkweed plants at the north end of Sunset Park.
3. Jamie shared that he had decided to run for Ward 3 Alderman.

David Parish made a motion to adjourn. Jamie Whiteis seconded the motion. All were in favor.

Meeting adjourned 6:20pm.

STAFF REPORT

ITEM/SUBJECT: **PRESENTATION OF A PETITION FOR CONSENT OF ANNEXATION FOR THE PROPERTY LOCATED AT 135 LAKEFRONT DRIVE, BRANSON, MISSOURI.**

INITIATED BY: **PLANNING & DEVELOPMENT DEPARTMENT**

DATE: **MAY 26, 2020**

EXECUTIVE SUMMARY:

- A petition for annexation has been received from Darrell Hanson on behalf of Cabana Homes, LLC for this property.
- The property is located within the Lodges at Chateau Cove development and contains a new, nightly rental residential structure.
- Staff has reviewed the file and determined the property is contiguous with existing city limits.
- The Public Hearing concerning this petition has been scheduled for June 9, 2020. It is statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. Any person wishing to speak in regards to the petition can do so at the Public Hearing.
- The final reading is tentatively scheduled for June 23, 2020.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

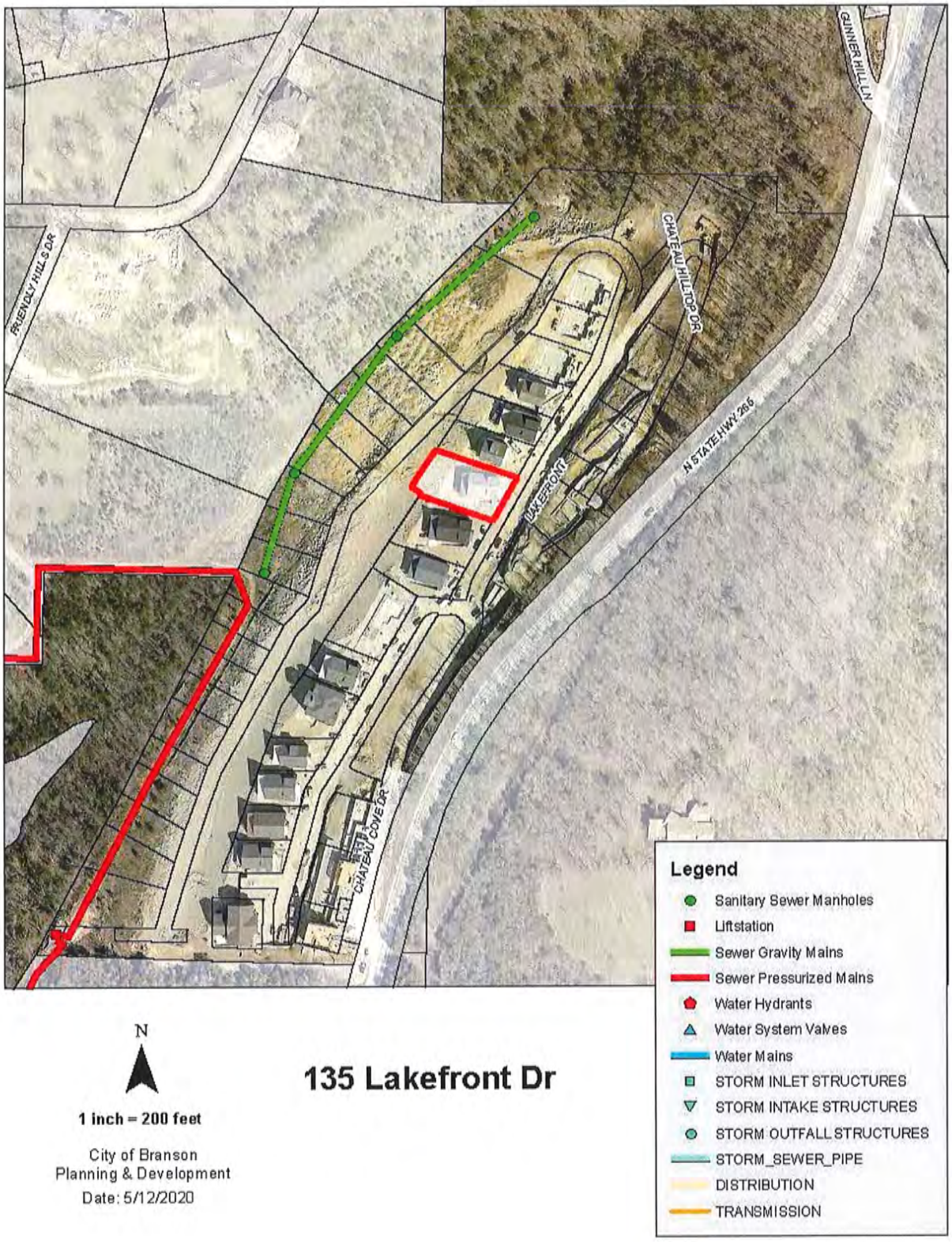
X **Recommended**
____ **Not Recommended**
____ **Neutral/None**

COMMUNITY PLAN 2030: LU-2: Annexation.

ATTACHED EXHIBITS:

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

1) VICINITY MAP



N

1 inch = 200 feet

City of Branson
Planning & Development
Date: 5/12/2020

135 Lakefront Dr

Branson MISSOURI
Planning & Development

ANNEXATION APPLICATION

110 W. Maddux St., Ste. 215, Branson, MO 65616
417-337-8549/Fax 417-334-2391

For Office Use Only
ANNX
Date Applied

Property Information

911 Property Address 135 Lake Front Drive (Building 10A)

Property Owner Cabana Homes LLC ☑ Owner is applicant

Contact Name Darrell Hanson Email cabanahomes@gmail.com

Mailing Address 6005 Garden Spring CT, Crestwood, KY 40014 Phone 502.741.9649

Agent Information (if different from property owner)

Name _____ Email _____

Mailing Address _____ Phone _____

Additional Required Information

- Annexation Request ($347) Current status of land: ☑ Developed ☑ Undeveloped
- Briefly describe current use: Nightly rental
- Reason for request: Per previous development agreement with City
- Attach a recent copy of the **WARRANTY DEED/DEED OF TRUST** and check the appropriate box below:

☐ No deed restrictions

☐ A list of **DEED RESTRICTIONS** have been attached to application.

Property Owner / Agent Acknowledgement

In signing this application, the applicant acknowledges all information provided is complete and accurate. The applicant also agrees to abide by the regulations of the Branson Municipal Code.

Property Owner Original Signature	Print Name	Date
[signature]	DARRELL J HANSON	8 MAY 2028

Agent Original Signature	Print Name	Date

✓	Description	Comments	✓	Description	Comments
	Warranty Deed/Deed of Trust			Public notice date	
	Deed Restrictions			Public hearing date	
				Additional fees paid	
				Staff Initials	

ANNX

City of Branson
Annexation Application

Property address: 135 Lake Front Drive (Building 10A)

STATE OF Kentucky)
) SS.
COUNTY OF Oldham)

On this 8 day of May, 2020, before me personally appeared Darrell J. Hanson, to me known to be the property owner described in and who executed the foregoing application, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Crestwood, Ky, May 8 the day and year first above written.

/s/ _____
Notary Public

My term expires: 09/13/2023

GREG DUDGEON
Notary Public - State at Large
Kentucky
My Commission Expires Sept. 13, 2023
Notary ID 631481

PETITION FROM PROPERTY OWNER AT 135 LAKE FRONT DRIVE
REQUESTING ANNEXATION

Petition Requesting Annexation to the City of Branson
Parcel ID # 18-2.0-10-004-001-035.010

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

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

   BUILDING 10A, LODGES AT CHATEAU COVE, PHASE 4, A CONDOMINIUM AS PER THE RECORDED AMENDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 311, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, AS RECORDED IN BOOK 2018, PAGE(S) 23220, AS AMENDED.

2. That said real estate is not now a part of any incorporated municipality.

3. That the said real estate is contiguous to the existing corporate limits of the City of Branson, Missouri.

4. That we request that the said real estate to be annexed to, and be included within the corporate limits of, the City of Branson, Missouri, as authorized by the provisions of Section 71.012, RSMo.

5. That we request the Board of Aldermen of the City of Branson to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Branson to include the above described real estate.

This Petition Requesting Annexation, made this 7 day of May, 2020.

Managing Member

RECEIVED
5/11/2020
CITY OF BRANSON

VERIFICATION

STATE OF Kentucky)
) SS.
COUNTY OF Oldham)

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

Petitioner

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

Notary Public

My Commission Expires:
09/13/2023

[SEAL]

GREG DUDGEON
Notary Public - State at Large
Kentucky
My Commission Expires Sept. 13, 2023
Notary ID 631481

ACKNOWLEDGMENT OF PROPERTY OWNER

STATE OF Kentucky)
) SS.
COUNTY OF Oldham)

On this 8 day of May, 2020, before me personally appeared **Darrell Hanson**, to me known, and who being by me duly sworn, did say that he is the managing member of **Cabana Homes LLC**, a limited liability company of the State of Missouri, and that as such managing member he has the authority to execute the foregoing *Voluntary Petition For Annexation* on behalf of said limited liability company, and said managing member acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

My Commission Expires:
09/13/2023

[SEAL]

GREG DUDGEON
Notary Public - State at Large
Kentucky
My Commission Expires Sept. 13, 2023
Notary ID 631481

BILL NO. 5809

City of Branson MISSOURI

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH ONLINE SOLUTIONS LLC D/B/A CITIZENSERVE FOR A LAND MANAGEMENT SOFTWARE SOLUTION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **PLANNING & DEVELOPMENT DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- Five qualified proposals were received on November 16, 2018, for a new land management software system, which had been a recommendation from the City of Branson's Strategic Information Technology Plan in May 2015, to improve the customer's experience and staff's efficiencies related to the development process (processing applications, plan review, permitting and inspections).

- Utilizing the evaluation criteria within the Request for Proposal, staff recommended awarding a contract to Citizenserve Online Solutions, LLC. After the Budget and Finance Committee supported this recommendation during their March 1, 2019 meeting, the Board of Aldermen voted to approve and execute the contract (Ordinance No. 2019-0061).

- While the initial year of the contract was $82,250.00 due to setup and training costs, this renewal is set not to exceed $34,200.00 to simply support the continued use of the software for 19 users. As more opportunities are being explored for this new online solution, staff is actively exploring options to add more users in the near future.

- Citizenserve now provides citizens and customers with online access to request multiple permits through the building and planning modules, as well as the ability to request records from the Police Department. The code enforcement module is actively being worked on and is anticipated to be live by June.

FINANCIAL IMPACT:

___ **No impact/Not applicable**

X **Budgeted in the current year's budget**

___ **Other (see additional explanation)**

STAFF RECOMMENDATION:

X **Recommended**

____ **Not Recommended**

____ **Neutral/None**

COMMUNITY PLAN 2030: ED-4: Financial Sustainability

ATTACHED EXHIBITS:

BILL NO. 5809 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH ONLINE SOLUTIONS LLC D/B/A CITIZENSERVE FOR A LAND MANAGEMENT SOFTWARE SOLUTION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals in 2018 for a land management software solution to improve the customer's experience and staff's efficiencies related to the development process; and

WHEREAS, of the proposals received, Online Solutions LLC d/b/a Citizenserve was recommended for approval by staff and the Budget and Finance Committee; and

WHEREAS, an initial contract with Citizenserve was executed on May 28, 2019, by Ordinance No. 2019-0061 for one year with the option to extend it annually by the Board of Aldermen; and

WHEREAS, the Board of Aldermen desires to renew 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 renewal of the contract with Online Solutions LLC d/b/a Citizenserve for a land management software solution for an amount not to exceed $34,200.00, and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

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

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

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

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

Master Contract Number: C2019-0161
Sub-Contract Number:_____

Exhibit "A"

NOTICE OF CONTRACT RENEWAL
TECHNOLOGY CONTRACT

THIS RENEWAL made and entered into this _____ day of _____, 20___, by and between the City of Branson, Missouri (the "City") and **Online Solutions LLC d/b/a Citizenserve** ("Service Provider") for renewal period **One** from **May 28, 2020** to **May 28, 2021.**

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

1. **Renewal**. The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1.**

2. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Thirty Four Thousand Two Hundred Dollars ($34,200.00), all of which is dependent upon budget appropriations.**

3. **Bonds and Insurance**. The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

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

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

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

SERVICE PROVIDER:

By: _____ 5/1/2020
(Signature) Date

Name: Jim Garvey
(Printed Name)

Title: Manager

Company Name: Online Solutions LLC

Address: 1101 E Warner Rd 160
Tempe, AZ 85284

Phone: 800-325-9818 x 703

E-Mail: jim@citizenserve.com

CITY OF BRANSON, MISSOURI

_____ _____
E. Edd Akers Date
Mayor

ATTEST:

_____ _____
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

CLL #51831 4/21/20
Chris Lebeck #51831 Date
City Attorney

Exhibit 1

Master Contract Number: C2019-0161

TECHNOLOGY CONTRACT

THIS CONTRACT, made and entered into this the 28th day of May, 2019 between the City of Branson, Missouri (the "City"), and Online Solutions LLC d/b/a Citizenserve (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the City has caused these Contract documents to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the City that it has the specialized expertise and experience necessary to properly Provide the Goods and Services in a timely manner and that its proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the City has accepted the Contractor's offer to provide the Goods and Services in accordance with the Contract's Price, Scope of Work and proposal documents; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the Goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the City agrees to pay the Contractor the Contract price provided herein for the supply of the Goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following order of precedence: (1) the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements and Attachments, which are incorporated by this reference, (A) Scope of Work, Service Level Agreement, Security, (B) Price, and (C) Project Schedule.

CONTRACTOR:

By: _____ (Signature) 5/2/2019 Date

Name: Jim Garvey (Printed Name)

Title: Manager

Company Name: Online Solutions LLC

Address: 1101 E Warner Rd 160
Tempe, AZ 85284

Phone: 800-325-9818 x703

E-Mail: jim@citizenserve.com

Tax ID: 57-1152874

CITY OF BRANSON, MISSOURI

_____ 5/28/19
Edd. Akers Date
Mayor

ATTEST:

_____ 5/28/19
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

_____ 4/25/15
Chris Lebeck #51831 Date
City Attorney

DRAFT 3/27/2019 CWL

TABLE OF CONTENTS

DEFINITION OF WORDS AND TERMS **3**

SECTION 1 STANDARD CONTRACTUAL TERMS AND CONDITIONS **5**
1.1 Administration 5
1.2 Contract Amendment 5
1.3 Termination for Convenience 5
1.4 Force Majeure 5
1.5 Taxes, Licenses, and Certificate Requirements 5
1.6 Assignment 6
1.7 Indemnification and Hold Harmless 6
1.8 Applicable Law and Forum 7
1.9 Conflicts of Interest and Non-Competitive Practices 7
1.10 Mediation 8
1.11 Maintenance of Records 8
1.12 Nondiscrimination and Equal Employment Opportunity 8
1.13 Severability 9
1.14 No Waiver of Breach 9

SECTION 2 SPECIFIC CONTRACTUAL TERMS AND CONDITIONS **10**
2.1 Execution of the Contract 10
2.2 Contract Term 10
2.3 Costs not to Exceed 10
2.4 Payment. 10
2.5 Notices 10
2.6 Acceptance Process 11
2.7 Final Acceptance Process 11
2.8 Warranty Provisions 12
2.9 Express Warranties for Software 12
2.10 City Responsibilities 12
2.11 Defective Work 12
2.12 Acceptable Use 13
2.13 Software Maintenance and Support. 13
2.14 Independent Status of Contractor 13
2.15 Non-Disclosure of Data 13
2.16 Non-Disclosure Obligation 13
2.17 Public Disclosure Requests 13
2.18 No Prototype Components 14
2.19 Changed Requirements 14
2.20 Enhancements, Upgrades, Replacements and New Versions of Software 14
2.21 Background Checks 14

SECTION 3 INSURANCE REQUIREMENTS **15**
3.1 Bonds and Insurance. 15

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written Documentation of the City's determination that the Contractor's Work has been completed in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Contractor for completion of the Work under the Contract as set forth on Page 1 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of Services or Work under the Contract.

City: City of Branson and its officers, employees, agents, contractors, and subcontractors.

Day: Calendar Day.

Documentation: Technical publications and/or documentation relating to the use of the Software or Services to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the City on the features, uses, and functions of the Software or Services.

Effective Date: The date the Contract is countersigned by the City.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or the Contract.

Final Acceptance: The point when the City of Branson acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Go Live Date: The date in which the Work is completed, and the Software and Services are first implemented and used by the City in a live production environment.

Object Code: The executable, machine-readable, form of a Software program. Object code is instruction code in machine language produced as the output of a compiler or an assembler.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City to manage the project on a daily basis and who may represent the City for Contract administration. This Contract may be part of a larger City project.

Provide: Furnish without additional charge.

RSMo: The Missouri Revised Statutes

Scope of Work (SOW): A portion of the Contract consisting of written descriptions of Services to be performed, or the goods to be Provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including Source Code, hosted versions of the computer Software programs and

Enhancements thereto, including Source Code and Documentation licensed and delivered or provided by Contractor to the City.

Source Code: A set of instructions, written in a programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into Object Code before the computer can understand them.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Update: All published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0 or minor releases, such as 6.3 to 6.4.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be Provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the City and the Contractor who are jointly responsible for Providing the Work described herein. The City is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by City personnel. Reports and data required to be Provided by the Contractor shall be delivered to the City as described herein.

1.2 Contract Amendment

All changes to the Contract shall be through a Contract Amendment. No oral order or conduct by the City or Contractor shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, the Contract may be modified if agreed to in writing by both parties.

1.3 Termination for Convenience

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work performed and Accepted up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the City, the Contractor shall account for the same and dispose of it in the manner the City directs. All termination payment requests may be subject to Cost or Price Analysis.

1.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances causing the inability to perform the requirements of this Contract. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the City shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

1.5 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time

this Contract becomes effective, the Contractor shall notify the City immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to Provide the Work under this Contract.

1.6 Assignment

Neither party shall assign or transfer any interest, obligation or benefit under or in this Contract, whether by change of control of greater than 51%, transfer of a controlling interest of greater than 51%, sale of assets or stock, merger with another entity, assignment or novation, without written consent of the other party. If assignment or transfer is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment or transfer shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1.7 Indemnification and Hold Harmless

A. Patent and Copyright Indemnity

The Contractor shall protect, indemnify, defend and save harmless the City from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the City gives Contractor prompt notice of any infringement claim brought against the City regarding the Software and the City gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the City. Before final payment is made on this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims. Contractor shall have no liability to indemnify or defend the City to the extent the alleged infringement is based on: (i) a modification of the Software the City or others authorized by the City but not by the Contractor; or (ii) use of the Software by other than in accordance with the Documentation. If the City is required to defend itself or enter into a settlement agreement due to Contractor's failure to defend, Contractor shall indemnify the City for its costs and expenses as well as any judgment entered against the City.

B. Indemnification For All Other Actions

Contractor agrees to indemnify and hold City, its agents, servants, officials and employees, harmless from and against all claims, damage, costs and expenses, including attorneys' fees, arising out of Citizenserve's performance, or failure to perform, any service or function required by the Agreement and for any property damage or personal injury caused by Citizenserve.

C. Limitation of Liability

Except for the City's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to the City management, and injuries to persons by either party, neither party shall be liable for any indirect, incidental, special or consequential damages,

including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Either party's liability for damages to the other under this Contract shall be limited to (2 X times) the value of the Contract. The parties agree to the allocation of liability of risk set forth in this paragraph.

1.8 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Missouri, including but not limited to, the Uniform Commercial Code, Section 400, RSMo. Any claim or suit concerning this Contract may only be filed and prosecuted in either the Circuit Court of Taney County, Missouri or the U.S. District, Western District of Missouri in Springfield, Missouri.

1.9 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest in the Contract, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing Contract with the City or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the City by offering any valuable consideration, thing or promise, in any form to any City official or employee shall have his or her current Contracts with the City canceled and shall not be able to enter into any other Contract with the City for a period of two (2) years.

C. Disclosure of Current and Former City Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. City employees or former City employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the City or within one (1) year after leaving City employment if he/she participated in determining the Work to be done or processes to be followed while a City employee.

2. Contractor shall identify at the time of offer current or former City employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former City employees involved in this transaction may result in the City's termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the City of current or former City employees who may become involved in the Contract at any time during the term of the Contract.

1.10 Mediation

If a dispute arises out of or relates to this Contract, or the breach thereof, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation, or other agreed form of ADR process, prior to commencing litigation.

1.11 Maintenance of Records

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles for governmental entities. The Contractor shall retain all financial information, data and records for all Work under the Contract for six (6) years after the date of final payment.

B. Audit Access

1. Federal, state or City auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or City auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.

2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the City. Audits shall be conducted in accordance with generally accepted accounting principles for governmental entities and/or federal, state or City audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).

3. Proof of Compliance with Contract

The Contractor shall, upon request, provide the City with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the City and if federally funded, the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

1.12 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractors equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause.

C. Compliance with Laws and Regulations.

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

1.13 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

1.14 No Waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

SECTION 2 SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the City and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term

The initial term of this Contract shall be for one (1) year from the Effective Date of the Contract may be extended by the City for additional one (1) year increments subject to the termination provisions at paragraph 1.3, Termination for Convenience/Default/Non-Appropriation.

2.3 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 Contractor 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 Contract shall notify the City if the Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

2.4 Payment.

A. Conditioned upon acceptable performance. The City agrees to pay the Contractor in accordance with the terms set forth in **ATTACHMENT B** which shall constitute complete compensation for all work to be rendered under this contract.

B. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of eighty-two thousand, two hundred and fifty dollars ($82,250.00).

2.5 Notices

All notices or documentation required or Provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses set forth below.

For Project Management related notices, questions or documentation:

CITY OF BRANSON	CONTRACTOR
Project Manager	Account Manager
Joel Hornickel	Ray Barker
Planning/Development Director	1101 E. Warner Road
110 W. Maddux St.	Suite 160
Branson, Missouri 65616	Tempe, AZ 85284
jhornickel@bransonmo.gov	ray@citizenserve.com

For Contract related notices, questions or documentation contact:

CITY OF BRANSON LEGAL DEPT.	CONTRACTOR
Christopher W. Lebeck	Jim Garvey
City Attorney	Manager
110 W. Maddux St.	1101 E. Warner Road
Branson, MO 65616	Suite 160
clebeck@bransonmo.gov	jim@citizenserve.com

2.6 Acceptance Process

The City may Accept Work by phase or milestone as specified in the Scope of Work. The Contractor will give the City "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the requirements in the Contract.

A. Acceptance Process

Upon completion of the milestone deliverables, the Contractor will notify the City and the Acceptance process will commence. Acceptance shall be based on conformance with the Scope of Work. After notice by Contractor of completion of the milestone, City will issue a written notice of milestone Acceptance or Provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverables.

B. Correction of Deficiencies Process

If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the City's notification of rejection. Following the receipt of Contractors' notice that the Work has been corrected, the City will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the City's Project Manager and the Contractor's Project Manager, the City will determine the appropriate corrective action(s) up to and, including declaring a breach of Contract.

2.7 Final Acceptance Process

The City shall begin the Final Acceptance process as follows:

A. The parties shall agree on the start date for the Acceptance test.

B. The Acceptance test shall include ninety (90) days of continuous operation of the Work without material defect in accordance with the Contract in the City's fully implemented production environment.

C. If the City Accepts the Work, the City will send a notice of Final Acceptance to the Contractor.

D. If the City determines that the Work is not Acceptable, the City shall notify the Contractor in writing, describing the deficiencies.

E. The Contractor shall either Provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Acceptance test.

F. Another ninety (90) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more ninety (90) Day operation Acceptance test periods can occur if mutually agreed to by the parties.

G. If the City Accepts the Work following a second or subsequent Acceptance test the City will send a notice of Final Acceptance to the Contractor.

H. If the Contractor does not correct or replace the unacceptable Work the City may declare a breach of Contract.

2.8 Warranty Provisions

A. Warranty Term

The services provided by Contractor are provided on an "as is" basis, and City's use of the services is at its own risk. Contractor does not warrant that the services will be uninterrupted or error-free.

2.9 Express Warranties for Software

A. Contractor warrants that it has full power and authority to offer a subscription to the City without the consent of any other Person.

2.10 City Responsibilities

City acknowledges it is receiving only a limited subscription to use the Software and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Software all of which title and rights shall remain with Contractor. In addition, City agrees that this subscription is limited to applications for its own use and may not lease or rent the Software nor offer its use for others. All Customer data is owned by the City.

City agrees to provide Contractor with all information reasonably necessary to setup or establish the Software on City's behalf, and that implementation and "go live" timelines vary based on the availability and responsiveness of City's personnel and on the City's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives..

2.11 Defective Work

Prior to Final Acceptance, when and as often as the City determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the City with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The City may reject or accept this plan at its discretion. If the City rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the City by law.

2.12 Acceptable Use

City represents and warrants that the Software will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

Contractor may, upon misuse of the Software, request City to terminate access to any individual and City agrees to promptly comply with such request unless such misuse is corrected.

2.13 Software Maintenance and Support.

Software and Service Support shall be as described in ATTACHMENT A. Additionally, Contractor will use commercially reasonable efforts to back up and keep the Software in operation consistent with applicable industry standards and will respond to customers' requests for support as follows: (1) Within four hours on the same business day for standard issues when reported between the hours of 7:00 a.m. Central time through 8:00 p.m. Central time Monday – Friday (excluding holidays), and by 11:00 a.m. Central time on the next business day for standard issues reported outside of these hours, and (2) Within one hour for urgent system issues, defined as the system being down/inaccessible.

2.14 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee of the City.

2.15 Non-Disclosure of Data

Data provided by the City either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the City data in any form without the express written approval of the City.

2.16 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the City's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the City of such requirement prior to disclosure.

2.17 Public Disclosure Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the appropriate provisions of the Missouri Sunshine Law, Section 610.010, et. al.

2.18 No Prototype Components

All Work shall be in production and be used by customers comparable to the City at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such. A sufficient inventory of the Work shall be available to meet delivery requirements.

2.19 Changed Requirements

New federal, state and City laws, regulations, ordinances, policies and administrative practices may be established after the Contract Effective Date is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through paragraph 1.2, Contract Amendment.

2.20 Enhancements, Upgrades, Replacements and New Versions of Software

A. The Contractor agrees to Provide to the City, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor initiates or generates, and the delivery of such shall be borne solely by the Contractor.

2.21 Background Checks

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No felony convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

SECTION 3 INSURANCE REQUIREMENTS

3.1 Bonds and Insurance.

The Contract must have and maintain, at the Contractor's expense, adequate liability insuranceto 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 Contractor's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

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) 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. The Contractor will require all Subcontractors to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the Subcontractor.

C. 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.

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

E. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in 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 Contractor shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

F. If this is a multi-year contract then the Contractor 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.

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

ATTACHMENT A

Scope of Work
for the City of Branson, MO
Land Management Software Solution

February 12, 2019

TABLE OF CONTENTS

Table of Contents	Page 4
Section 1 – Project Schedule	Page 6
Section 2 – Project Deliverables	Page 7
Project Plan	Page 7
System Configuration	Page 9
System Integration	Page 10
Gap Analysis and System Modifications	Page 12
Data Conversion	Page 18
Databases Targeted for Conversion	Page 43
Databases Extraction Process	Page 43
Number of Data Conversions	Page 43
Data Validation and Auditing Process	Page 43
Data Conversion Acceptance Process	Page 43
System Testing and User Acceptance Testing	Page 43
Training Plan	Page 44
Go Live Plan	Page 50
Section 3 – Service Level Agreement	Page 7
Service Description	Page 51
Service Support Hours and Response Times	Page 52
Virtualization and Load Balancing	Page 54
Service Availability Guarantee	Page 55
Service Performance Guarantee	Page 55
Change Management Procedures	Page 56
Backups	Page 57
Updates	Page 57
User Agent Process for Support Tickets	Page 62
Ownership of Data	Page 62
Section 4 – Security	Page 61
Third Party Audits	Page 61
Security Reviews	Page 61
Data Transmission	Page 62
Data Location and Collocation	Page 62
Confidentiality of Data	Page 62
Section 5 – Software License Terms	Page 63

SECTION 1 – PROJECT SCHEDULE

Please see the attached MS Project plan that provides details on the tasks, deliverables, and go live timing for the City's Citizenserve project.

SECTION 2 – PROJECT DELIVERABLES

Project Plan

Citizenserve uses an agile approach to our implementations, which means that we do not have a lot of the overhead associated with traditional waterfall projects. As part of the project management process, we will provide the following project planning elements.

Project Schedule/Work Plan. Please refer to the MS Project plan in the previous section that includes estimated project and task start dates, deliverables, and go live activities. Resources can be added to each deliverable as task assignments are made.

Because we do not insist on a rigid scope of work, this schedule may change. If the City decides midway to change a workflow, add a set of reports, or train additional resources, Citizenserve will adapt the schedule to accommodate the new requests. The schedule is provided for planning purposes, with the understanding that we will be flexible as requirements and needs change.

Project Deliverables and Milestones. We will provide a list of project milestones and deliverables that matches the list detailed in our proposal.

Risk/Issue Management Plans. The Citizenserve project manager will provide a risk management plan that matches the plan detailed in our proposal. The Citizenserve project manager will also provide an issue management plan that matches the plan detailed in our proposal to address project issues.

Change Management Plan. We will provide a change management plan that matches the plan detailed later in this document.

System Configuration

Citizenserve is an extremely flexible system that can be configured to meet the needs of different departments and functions. Configuration is a process that happens in real time in the live system. The Citizenserve implementation manager will provide a Setup Checklist of supporting documentation that is required to begin the setup; this documentation typically includes items like copies of permit applications, fee structures, notices and forms, etc. The City's Citizenserve configuration will be developed through

the weekly walkthrough meetings, using the documents from the Setup Checklist as a starting point.

In addition to the Setup Checklist, the following documents will be used to configure the system:

- Process Document describing all processes to be managed by Citizenserve (Owner: City project manager)
- List of All Forms, Notices, and Standard Letters (Owner: City project manager)
- Examples of All Forms, Notices, and Standard Letters (Owner: City project manager)
- Workflow Document describing all workflow routes (Owner: City project manager)
- Process/Policy Gap Document (Owner: City project manager)

During the weekly walkthrough meetings, City team members from required departments will review any new or changed setups, provide feedback on needed changes, and view edits that the Citizenserve implementation manager makes to the configuration on-the-fly, during the meetings. In between meetings, the City team members will be tasked with accessing and reviewing the configurations to note needed additions or changes. This process continues until the City team identifies no required changes and the configuration is deemed complete.

System Integration

Our understanding is that the City requires integration between Citizenserve and the following systems:

- ESRI GIS,
- Laserfiche, and
- Payment Processor.

The City project manager will provide an Integration Specification Document that defines the data that is to be exchanged between Citizenserve and the three systems listed above. The Citizenserve solution architect will develop integration programs for the three systems. The City team members will be responsible for testing the integrations to ensure that the correct data is being exchanged between Citizenserve and the external systems. The Citizenserve implementation manager will coordinate testing with the City to ensure that testing occurs in the City's designated test environment/instance, if necessary, to prevent test data from being introduced to production databases. Once testing begins, needed changes can be delivered quickly.

Citizenserve's unlimited support includes integration points. If an issue is discovered with an integration post go live, the same solution architect will be assigned to resolve the issue.

Gap Analysis and System Modifications

The City's project manager will be responsible for providing the Citizenserve team with a Process/Policy Gap Document; however, the Citizenserve team will work with the City to suggest system and process improvements, based upon our experience with multiple other municipalities who have implemented Citizenserve in pursuit of the same efficiencies and improvements as the City. System modifications will occur via the weekly walkthrough meetings, and will continue until the City is satisfied with their Citizenserve configuration and have no additional requests for modifications.

Data Conversion

Databases Targeted for Conversion. Our understanding is that the City requires conversion of their legacy permitting and code enforcement system, NaviLine by Superion, into the Citizenserve database. We further understand that the legacy system is based on Excel, has approximately 15,000 records, and has approximately 75 data fields.

Database Extraction Process. Prior to data conversion we will complete the setup of your permit applications, fees, and code enforcement in Citizenserve. Next the Citizenserve solution architect will map the data from your legacy system to the Citizenserve setup, creating a Data Migration/Conversion Specifications Document. **We request that each database designated for conversion be provided to Citizenserve without modification** (other than data cleanup). Once this step is complete the Citizenserve solution architect will write a migration/conversion script and run a test migration/conversion.

Number of Data Extractions. We have a test migration environment where we can run unlimited migration tests until the City has validated the migration and is ready to sign off on the migration. All migrated and converted records are marked, so we can delete the migration/conversion, make edits to the migration script, and rerun the migration. This process can be repeated until the City has validated the data migration and is ready for sign off.

Data Validation and Auditing Process. The Citizenserve team will do walkthroughs with key users to make sure files are getting set up properly. We can assist the City team in writing queries to validate the migrated data for completeness and accuracy. We have a test migration environment where we can run tests, or we can run the migration/conversion into production. All migrated and converted records are marked so

that we can delete the migration/conversion and rerun it. With Citizenserve we can perform the migration/conversion before going live; we can also perform the migration/conversion after the system is live if the City decides to start using Citizenserve for new records and close out files in their older system.

The City can reduce the amount of time required for data conversion by ensuring that the data is as clean as possible (e.g., errors in the data are identified and corrected) prior to the start of conversion testing. This step reduces the amount of data conversion test runs required.

Data Conversion Acceptance Process. We will run the data migration/conversion process, assist in testing and validating the migrated data, make changes to the migration script, and rerun the migration as many times as are required to ensure that the data is migrated completely and accurately. Once the City has verified the migration to its satisfaction, the City will provide acceptance of the data migration.

In the event that an issue with the migrated data is discovered post go live, support for making fixes to the migrated data is included as part of the subscription's unlimited support. Because fixing an issue with migrated data once the system is live in Production can be time consuming, we are incented to provide robust support for the data migration testing effort to catch any issues prior to sign off.

System Testing and User Acceptance Testing

System Testing: Citizenserve is offered as a Software-as-a-Service, in a high availability, multi-tenant environment, rather than hosted instances for each customer. All systems are up and live, with hundreds of municipalities and thousands of users. Each integration point will require testing once developed; the configuration will be tested and verified via the weekly walkthroughs.

User Acceptance Testing: The City's users will review and approve each permit type, all fees, inspections, review workflows, and templates in the weekly walkthroughs. During Go Live (typically scheduled on a weekend), the City's designated user acceptance testers will verify that the production data has been loaded; the data from the legacy permitting and code enforcement system, NaviLine by Superion, has been migrated correctly; and that the integration points are functioning as designed.

Citizenserve will continue to hold the weekly walkthroughs for a few weeks after going live in case there are questions or issues arise. Changes are quick and easy to make if issues are identified.

Training

One to two weeks before go live, staff members will be trained via web conferencing in small groups. The Citizenserve implementation manager will work with the City's project manager to identify participants in the following types of training:

- User training,
- System Administrator training, and
- Technical training (optional).

The Citizenserve implementation manager will schedule training sessions via the GoToMeeting web conferencing tool. Each training session will focus on a specific group's core job responsibilities; for example, inspectors will be trained in different sessions from plan reviewers. Most users attend one or two ninety-minute training sessions; additional one-on-one training sessions can be scheduled at no additional charge for users who would benefit from additional training.

If training is required for any of the City's users, system administrators, or technical resources post go live, Citizenserve will schedule additional training sessions at no charge.

Go Live

Go Live activities are typically scheduled over a weekend to minimize disruptions to operations. Because the configurations completed during the weekly walkthrough sessions are conducted in the production environment, the production system will be fully configured, with only the loading of data and acceptance testing left to complete. Final data is typically provided on a Friday afternoon. Over the weekend all test data will be removed from the system, the production data will be imported, and the data from the legacy permitting and code enforcement system, NaviLine by Superion, will be migrated using the approved migration scripts. The City's designated user acceptance testers will verify that the production data has been loaded; the data from the legacy permitting and code enforcement system, NaviLine by Superion, has been migrated correctly; and that the integration points are functioning as designed.

Citizenserve will continue to hold the weekly walkthroughs for a few weeks after going live in case there are questions, issues arise, or changes that could be beneficial are identified. Changes are quick and easy to make if issues are identified.

SECTION 3 – SERVICE LEVEL AGREEMENT

Service Description

Once Go Live is complete, we will transition from project implementation to our unlimited support. The support extends to addressing any issues; setting up new processes; improving existing processes; setting up new workflows; writing custom reports; user, system administrator, and technical training; configuring new features; troubleshooting integrations; and resolving issues with migrated/converted data that are discovered post go-live. Your users, administrators, and technical staff will never be assessed an additional charge for support.

The only work that is not covered under Citizenserve's unlimited support are:

- Configuring integrations to new external systems. If the City decides to add a new integration point post go live, we will work with the City to determine the requirements and cost for the new integration. Once the integration is implemented, support for the integration will be included in Citizenserve's unlimited support; resolving any issues with the integration point will not incur an additional charge.
- Migrating data from a new data source. If the City determines that data needs to be migrated from a source **other than** the legacy permitting and code enforcement system, NaviLine by Superion, we will work with the City to determine the requirements and cost for the new data migration effort. Once the data is migrated, support for the migrated data will be included in Citizenserve's unlimited support.
- Addition of new users. If new users are added to the subscription, we will provide training and implementation for a fee of $1,200 per user, and will determine the prorated fee to add the user(s) the subscription.

Service Support Hours and Response Times

The software has a built-in support center and we encourage users to use this feature to submit requests. We also have a toll-free support line that users can call for end user and technical support. Support requests can be marked as standard or urgent. For standard requests, our service level agreements are as follows:

- For standard requests submitted between the hours of 7:00 a.m. Central time through 8:00 p.m. Central time, we will respond on the same business day within four hours.
- For standard requests submitted outside of these hours, we will respond on the next business day prior to 11:00 a.m. Central time.

For urgent system requests, defined as the system being down/inaccessible, Citizenserve staff are available 24/7 and will respond within one hour; our average response time is 15 minutes.

Virtualization and Load Balancing

We do not offer virtualization. The application servers are load balanced.

Service Availability Guarantee

Citizenserve has over 300 local government customers; we support thousands of end users on the same platform. Citizenserve was started 16 years ago as a cloud-based or software-as-a-service solution, and over the past 16 years we have exceeded 99.99% uptime. In the Iron Mountain Data Center Facilities, the Citizenserve equipment is dual corded, receiving power from two separate feeds including separate power supplies. The equipment itself has dedicated uninterruptable power supplies and staggered power to redundant power supplies. The database and application servers are backed up and replicated continuously to multiple locations. An indefinite log is kept so data can be restored to a point in time if necessary. We maintain several hundred terabytes of storage.

If a server fails, we have a backup server. If the facility fails, we have a geographically diverse backup data center. If our data center provider fails, we have a standby facility capable of restoring operations in less than an hour.

Service Performance Guarantee

Citizenserve has automated monitoring of system performance to alert us to any issues with system response time. In the 16 years that Citizenserve has been operating, we have never had an instance of poor application performance. Citizenserve is a contemporary internet-based application that uses the browser cache and has sub-second screen refresh times. The time required to load large documents will vary based upon the internet connection.

Change Management Procedures

During the life of the project, the Citizenserve team will conduct weekly walkthroughs to configure the system according to the needs of the City. If the City team decides a change is needed to a workflow, report, role, etc., the Citizenserve implementation manager will make the configuration change and continue to iterate until the City's team determines the requirements have been met. We do not haggle over scope, and will continue to iterate and make configuration changes until the City is ready to go live.

Post Go Live, requests for new features and functionality are tracked in the Support Center that is built into Citizenserve. Users can subscribe to the updates and get a list of all the changes and fixes in the most recent version before it is released. A test version with a full database copy is set up to test new versions. Once a version is tested, it is moved to production. If an unexpected problem occurs with the new version a rollback to the previous version is possible in minutes. Full database backups are performed when each new version is released and the full backup is restored, so it is online for any necessary real-time troubleshooting.

New major features are oftentimes done with a configuration option. For example, if we update a component like the HTML editor with a better version, we will migrate customers one by one to make sure that existing letter and email templates are not affected. This is as simple as changing a flag in the database, but allows switching back and forth while any issues are resolved. Resolving issues like this are included in the unlimited support.

Major upgrades are usually accomplished by setting up a new application server and migrating customers over time. An example of a major upgrade is moving to a new version of Java. With new major features and major upgrades the customers who requested these features are in the vanguard of testing the feature in the test environment and in moving to the feature or upgrade.

When new patches are released for server operating systems, we start by patching all non-production servers to ensure there are no issues, then patch production environments last. The exception to this approach is when known issues are imminent threats, like the WannaCry ransomware threat that recently occurred. In this case, everything gets patched immediately. Since we maintain one high-availability, multi-tenant environment rather than hosted instances for each customer, the patching process is greatly simplified.

Backups

Online Solutions, LLC has backup processes at different levels:

- the database level,
- the application level, and

- the server level.

Database backups.

- Full backups of the Citizenserve databases, including all data and metadata, are conducted nightly.
- Test restores of the Citizenserve database backups are conducted nightly.
- Database log files are created every 15 minutes.
- Database consistency checks are performed weekly.

Application backups.

- Full backups of the Citizenserve application code are conducted nightly.
- Test restores of the Citizenserve application code are conducted nightly.

Server backups.

- Full backups of the Citizenserve database server are conducted nightly.
- Full backups of the Citizenserve application server are conducted nightly.

Backup storage.

Online Solutions, LLC stores our backups in regionally diverse locations to mitigate the impact of a regional disaster.

- Both the database and application code backups are stored in the Edison, New Jersey data center.
- The database backup and log files and the application code backups are maintained online for quick access and minimal RTO and RPO.
- Both the database and application server backups are stored in the Edison, New Jersey data center.

Archival of backups.

- Online Solutions, LLC maintains full database and application backups indefinitely.
- Full database backups are kept indefinitely (greater than five (5) years).
- Database log files are kept indefinitely (greater than five (5) years).
- Full application code backups are kept indefinitely (greater than five (5) years).
- The archives of the application code backups, full database backups, and database log files enable a Recovery Point Objective (RPO) of 15 minutes or less.

Database replication process.

Online Solutions, LLC replicates the database to a server at the primary data center at the Iron Mountain facilities in Phoenix, Arizona and to the backup data center at the Iron Mountain facilities in Edison, New Jersey. Replication occurs on a continuous basis, ensuring a low RTO and RPO.

Updates

We maintain all the systems and software, including support of all interfaces and migrated/converted data. We release new features and any fixes twice a month. Our model is not the typical "big bang" version upgrade that combines long lists of enhancement requests that have been gathered over months or years. Citizenserve is continually improving based upon customer feedback and requested enhancements.

We have 16 years of experience managing the twice monthly software updates. We test changes in a full test environment; customers who are involved in the changes can also access the test environment. When a new version is ready we move it to production; the process happens at night and only takes an application server restart, which requires less than 5 minutes total. The prior version of the software is always available if there is a critical issue with the new version and the decision is made to roll back.

User Agent Process for Support Tickets

The Citizenserve implementation staff are the same team members who staff our support hours. We have extremely low turnover, so all of our implementation/support staff have years of experience with Citizenserve and in the field of community development.

If the support team member who is initially assigned to your request is not able to resolve it because it requires specific knowledge of the City's project or implementation (e.g., a question about a custom interface), then the support ticket will be promptly assigned to a staff member who was assigned to the City's project.

Ownership of Data

The City owns its data. Citizenserve will provide the City with a copy of its data upon request, or the City can schedule regular downloads of the data; the data will be provided in Microsoft SQL Server format. With Citizenserve data is not archived and there is a never a charge for storage.

SECTION 4 – SECURITY

Third Party Audits

Citizenserve employs Coalfire to conduct regular security audits.

Security Reviews

Citizenserve uses the Iron Mountain data center in Phoenix, Arizona for its primary data center and the Iron Mountain data center in Edison, New Jersey for its backup data center. Iron Mountain conducts regular security reviews to maintain its security certifications.

Data Transmission

Client data is encrypted at the browser level using a VeriSign encryption certificate. Data cached in the browser is encrypted as well. Citizenserve uses a Verisign certificate and all data sent over the internet is encrypted using HTTPS with TLS 1.2.

Data Location and Collocation

Citizenserve data is housed in the Iron Mountain data center in Phoenix, Arizona; backup facilities are a secondary Iron Mountain data center in Edison, New Jersey. Information about the facilities can be found at the following links:

http://www.ironmountain.com/digital-transformation/data-centers/locations/phoenix-data-center

http://www.ironmountain.com/digital-transformation/data-centers/locations/new-jersey-data-center

Confidentiality of Data

We comply with all privacy laws and regulation requirements related to maintaining the security and confidentiality of our customers' data.

ATTACHMENT B
PRICE

Contact Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: Effective Date
Service Term Ends: One (1) Year from Effective Date

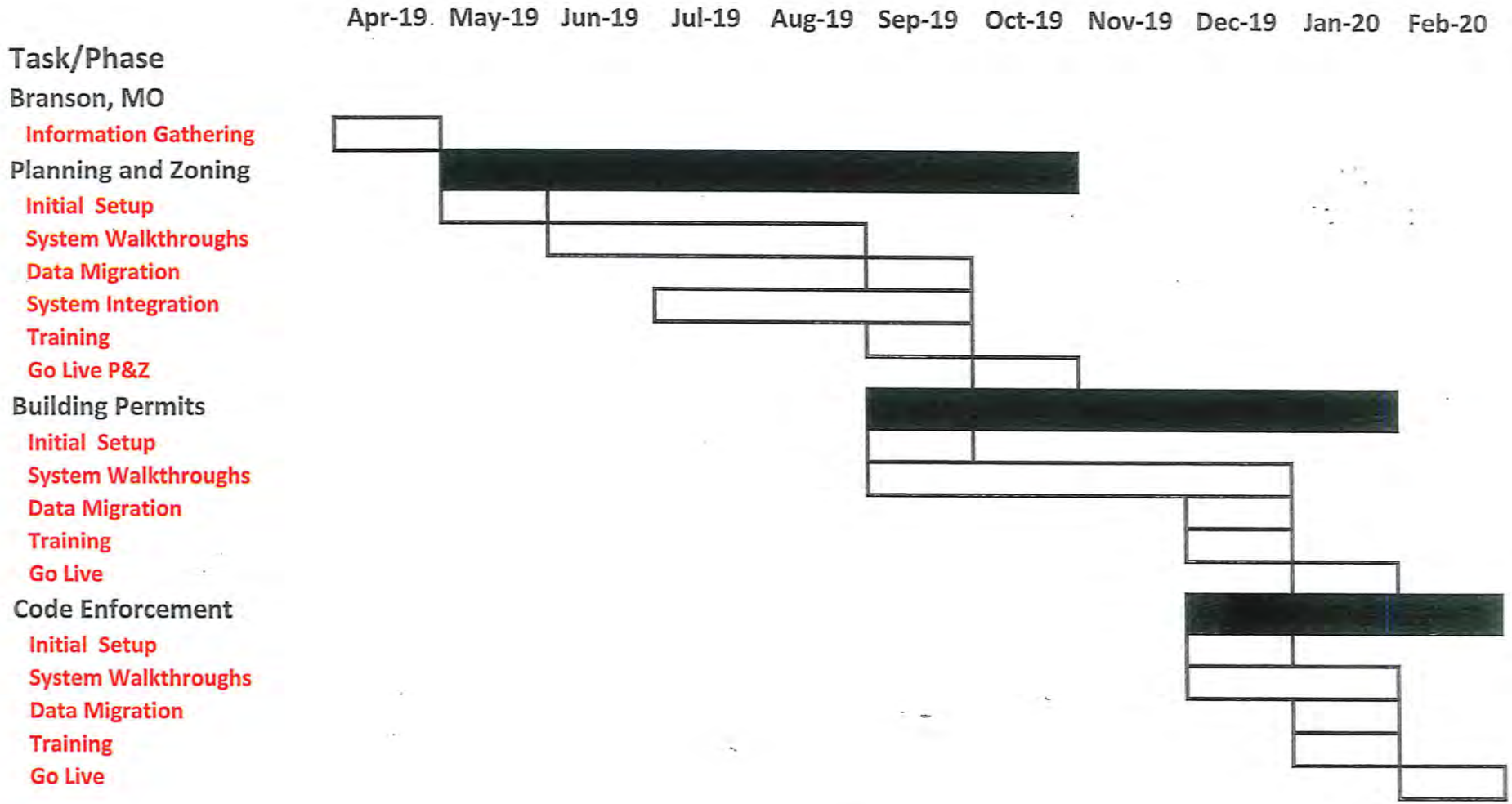
Components to be Implemented:

Building Permits
Planning and Zoning
Code enforcement
Citizen Access Pages

Fees:

19 User Subscriptions	$1,800 per named user per year	$34,200.00
Setup, Training and Implementation	$1,200 per named user	$22,800.00
Additional Services	Data Migration Excel: 2019 Outstanding Fees and Service Cost Tracking, bp open permits, Existing Contractors)	$5,250.00
	System Integration (Authorize.net)	$0.00
	Financial System Integration	$10,000.00
	System Integration (ESRI GIS)	$10,000.00
	Total 1st Year Fees	**$82,250.00**
	Each Additional Year Fees	**$34,200.00**

Optional Items:
System Integration (Laserfiche): $10,000
System Integration (Contractor Licensing): $10,000



ATTACHMENT C

BILL NO. 5810

City of Branson MISSOURI

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH ARVEST BANK FOR PURCHASE CARD SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **FINANCE DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- After evaluating proposals for banking and purchase card services in 2018, staff recommended awarding a contract for banking services to Central Bank and purchase card services to Arvest Bank.
- Staff recommends renewing the contract with Arvest Bank for purchase card services for a third renewal of the contract, commencing June 27, 2020 to June 26, 2021.
- The contract is no cost to the city.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

__X_ Recommended
____ Not Recommended
____ Neutral/None

COMMUNITY PLAN 2030: Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations.

ATTACHED EXHIBITS:

BILL NO. 5810 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH ARVEST BANK FOR PURCHASE CARD SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, The City of Branson accepted the bid proposal of Arvest Bank for banking services on April 5, 2017; and

WHEREAS, upon accepting the proposal, the contract was executed for a term of four years to be reviewed and approved annually by the Board of Aldermen; and

WHEREAS, the Board of Aldermen desires to approve the 3rd renewal of the contract.

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

Section 1: The Board of Aldermen hereby approves the renewal of the contract with Arvest Bank for banking services and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

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

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

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

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

Master Contract Number: C2017-0205
Sub-Contract Number:_____

NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT

THIS RENEWAL made and entered into this _____ day of _____, 20___, by and between the City of Branson, Missouri (the "City") and **Arvest Bank** ("Service Provider") for renewal period **Three** from **June 27, 2020** to **June 26, 2021.**

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

1. **Renewal**. The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1.**

2. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **See Pricing Page – Exhibit A of original contract attached as Exhibit 1, all of which is dependent upon budget appropriations.**

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

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

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

SERVICE PROVIDER:

By: Pamela J Yancey 3/6/2020
(Signature) Date

Name: Pamela J Yancey
(Printed Name)

Title: Community Market Director, EVP

Company Name: Arvest Bank

Address: 5601 Gretna Rd Branson, mo.

Phone: 417-243-4404

E-Mail: ~~[illegible]~~ Pyancey@arvest.com

CITY OF BRANSON, MISSOURI

_____ _____
E. Edd Akers Date
Mayor

ATTEST:

_____ _____
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

CLL #51831 1/7/20
Chris Lebeck #51831 Date
City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this 27th day of June, 2017, by and between the City of Branson, Missouri (the "City") and **Arvest Bank** ("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 one year from the execution date, with the City having the right, at its sole option, to renew the contract for three (3) additional one-year periods, or part thereof. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period. In the event the**

contract is renewed, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

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

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **See Pricing Page – Exhibit A, all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in

no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

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

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

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

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

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

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

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

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

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

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

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

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

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

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

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

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

22. **Contact Information:**

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

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

SERVICE PROVIDER:

By: Pamela J Yancey
(Signature)

Name: Pamela J Yancey
(Printed Name)

Title: Community Market Director

Company Name: Arvest Bank

Address: 5601 Gretna Road
Branson, Mo. 65616

Phone: 417-243-4404

E-Mail: pyancey@arvest.com

Tax ID: 71-0118700

CITY OF BRANSON, MISSOURI

Karen Best
Mayor

ATTEST:

Lisa K Westfall
City Clerk

CITY OF BRANSON INCORPORATED SEAL 1912 MISSOURI

APPROVED AS TO FORM:

William T. Duston
City Attorney

8-6-17
Date

Exhibit A

Arvest Bank
5601 Gretna
Branson, MO 65616

PRICING PAGE

Arvest Bank agrees to provide Banking Services in accordance with the terms and conditions of this contract.

015. Purchase card capability $ no annual fee

Summary of purchasing card program:

1. A one-card Visa Purchasing Card solution.
2. 1.39% cash back rebate on total net purchases for the month.
3. No cost customized credit cards
4. No cost *ePayables Program.*
5. Purchasing restrictions can be placed on individual cards.
6. 25-day grace period for repayment
7. Annual in-person business review.
8. Periodic onsite visits.
9. No cost for *CentreSuite* reporting system.
   Includes:
   In-person training
   Open/close new card online in real-time
   Increase/decrease individual limits in real-time
   Review transactions as they post
   Provide direct feed from Visa to accounting system
   Provide spending data in a City specific flat file format
   Support staff available to work with City's IT department
   10 standard reports for audit purposes
10. Cardholders can access their account with view only capabilities
11. In person training for administration and cardholders with follow-up at no additional cost
12. No annual card fee
13. Late payment fee $29

BILL NO. 5811

City of Branson MISSOURI

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH CENTRAL BANK FOR BANKING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **FINANCE DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- After evaluating proposals for banking and purchase card services in 2018, staff recommended awarding a contract for banking services to Central Bank and purchase card services to Arvest Bank.
- Staff recommends renewing the contract with Central Bank for banking services for a third renewal of the contract, commencing June 27, 2020 to June 26, 2021.
- The contract is no cost to the city.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

__X_ Recommended
____ Not Recommended
____ Neutral/None

COMMUNITY PLAN 2030: Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations.

ATTACHED EXHIBITS:

BILL NO. 5811 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH CENTRAL BANK FOR BANKING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, The City of Branson accepted the bid proposal of Central Bank for banking services on April 5, 2017; and

WHEREAS, upon accepting the proposal, the contract was executed for a term of four years to be reviewed and approved annually by the Board of Aldermen; and

WHEREAS, the Board of Aldermen desires to approve the 3rd renewal of the contract.

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

Section 1: The Board of Aldermen hereby approves the renewal of the contract with Central Bank for banking services and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

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

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

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

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

Exhibit "A"

Master Contract Number: C2017-0204
Sub-Contract Number:_____

NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT

THIS RENEWAL made and entered into this _____ day of _____, 20___, by and between the City of Branson, Missouri (the "City") and **Central Bank of Branson** ("Service Provider") for renewal period **Three** from **June 27, 2020** to **June 26, 2021.**

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

1. **Renewal**. The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1.**

2. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **See Pricing Page – Exhibit B of original contract attached as Exhibit 1, all of which is dependent upon budget appropriations.**

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

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

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

SERVICE PROVIDER:

By: Shawn Barbour 1/29/20
(Signature) Date

Name: Shawn Barbour
(Printed Name)

Title: Vice President / CFO

Company Name: Central Bank

Address: P.O. Box 130 Branson, Mo 65615

Phone: 417-334-4125

E-Mail: Shawn.barbour@centralbank.net

CITY OF BRANSON, MISSOURI

_____ _____
E. Edd Akers Date
Mayor

ATTEST:

_____ _____
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

CGL #51831 1/7/20
Chris Lebeck #51831 Date
City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this 27th day of June, 2017, by and between the City of Branson, Missouri (the "City") and **Central Bank of Branson** ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on the execution date of this contract to a date ending one year from the execution date, with the City having the right, at its sole option, to renew the contract for three (3) additional one-year periods, or part thereof. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period. In the event the**

contract is renewed, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

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

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **See Pricing Page – Exhibit B, 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.

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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.

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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.

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

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

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

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

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

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

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

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

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

22. **Contact Information:**

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

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

SERVICE PROVIDER:

By: Thomas S Dodds
(Signature)

Name: Thomas S. Dodds
(Printed Name)

Title: Vice President / Cashier

Company Name: Central Bank

Address: P.O. Box 130
Branson Mo 65615

Phone: 417-334-4125

E-Mail: tom.dodds@centralbank.net

Tax ID: 44-054 2961

CITY OF BRANSON, MISSOURI

Karen Best
Karen Best
Mayor

ATTEST:
Lisa K Westfall
Lisa K Westfall
City Clerk

CITY OF BRANSON INCORPORATED SEAL 1912 MISSOURI

APPROVED AS TO FORM:
William T. Duston
City Attorney

5-6-7
Date

Exhibit A

Central Bank
Tom Dodds
PO Box 130
Branson, MO 65615

SCOPE OF WORK

1. Purpose: Central Bank agrees to provide banking, safekeeping, and investment services and to serve as a depository for the funds of the City in accordance with the requirements of all applicable federal and state statutes and the following specifications.

2. General Requirements: The services will be performed in accordance with the following:

   2.1 Accounts (as of this date)
   - A. Money Markets (four +/-)
   - B. Checking account (P/R Trust)
   - C. Checking account (AP Disbursements)
   - D. Checking account (Payroll)
   - E. Checking account (Courts)
   - F. Non-Interest Bearing accounts (two +/-)

   Predominately, daily receipts will be deposited into two of the money market accounts (A). Checks will be written from accounts B, C, D and F. All accounts are subject to incoming and outgoing transfers and wires.

   2.2 Repurchase Agreement
   Central Bank agrees to utilize a "Repurchase Agreement" system for the short term investment of various funds providing the amount of interest earned each month as described below:

   (1) The bank will "automatically" handle the overnight and weekend investment of the city's excess cash through the use of "Repurchase Agreements", as outlined in section (2) through (7).

   (2) All cash in the investment account will be invested daily in securities (defined as acceptable for pledging purposes under state law) under an agreement with the financial institution to repurchase these securities from the city at a specified future date (generally one to three days). The interest rate to be paid on these repurchase agreements is to be specified by the bank.

   (3) All interest earned on Repurchase Agreements will be automatically credited to the account monthly.

(4) A "Repurchase Agreement" (Sweep Account) form will be issued and delivered to the city reflecting daily repurchase agreement activity for the entire statement cycle. At a minimum, the report must show the following:

- securities will be priced to market daily
- the description of the securities purchased, including amount, interest rate, maturity, etc.
- the maturity date of the Repurchase Agreement (defined as the next banking day)
- the settlement date for the purchase
- the principal amount of city funds invested from each bank account, and the total investment amount
- safekeeping receipt information
- the city's name and address as buyers of the securities
- the Repurchase Agreement will evidence the purchase from the city and financial institution have agreed to the repurchase account including interest rate stated

(6) The Repurchased Agreement form is to be signed by an officer of the bank.

(7) On the maturity date of the Agreement, the bank must repurchase the securities from the city for the amount originally invested by the city, plus interest earned for the period. Original investment amount must be credited to the account from which it originated, and interest must be credited to the "Earned Interest Account".

Repurchase agreements must have segregated collateralization at a rate of 100%. Proposals should indicate the methodology for segregating said collateral.

2.3 Legal Requirements

All City funds that are deposited must be collateralized pursuant to Missouri Statute. The financial institution chosen by the City must be a member of the Federal Deposit Insurance Corporation (FDIC) and shall provide adequate collateral over the FDIC insurance limit, in the form of U.S. Treasuries and Agency Securities at a minimum of 102% of assets. All transactions between the City and its depository must be conducted in accordance with all applicable Federal, State and Local laws including, but not limited to, Chapter 110 RSMo, Section 30.270 RSMo, and Section 95.355 RSMo. And evidenced in writing a minimum of once a month.

Any breach of such statutory regulation will be grounds for immediate termination of the depository agreement.

2.4 Basic Services

Central Bank shall offer at a minimum the following:

A. Money market/checking/savings accounts at a fixed or variable rate of interest

B. Deposit slips with carbon copies

C. Designated bank officer for City business

D. Monthly statements with canceled check copies/facsimiles listed in numerical order with online access and the capability of being downloaded

E. Daily/Weekly/or Monthly reporting of all checks cleared against the accounts with on line access and the capability of being downloaded

F. Forms or online access appropriate for transferal of funds between accounts

G. Stop payment orders

H. Wire transfer of funds

7. Overdrafts

J. Direct deposit services

K. Automatic Bank drafting services

L. Credit card receipt processing

M. Online banking capability

N. Positive Pay capability

O. Purchase Card capability

P. Fees – e.g. returns of deposited checks and bank drafts, wires, transfers, etc.

Q. Responsiveness – e.g., resolution of ABD / EFT issues (deposits into and payments from accounts), ability to effect wires / transfers of funds late in the business day, provide transactional information, general problem resolution, etc.

R. Night depository services, including bags

S. A quarterly report of collateral pledged and its market value at that time shall be furnished the City within thirty (30) days of the close of the quarter.

T. Availability of Funds—the City desires that deposits that get to the bank at or before 4:00 p.m. Central Standard Time will be credited on that day's business. Any cash or checks drawn on the Bank, which are deposited into the City's account prior to 4:00 p.m. Central Standard Time must show up as collected funds on that same day. If a situation occurs where the bank fails to give the

City same day credit, the City expects to be compensated at a rate equal to that which the funds would have earned in the account.

U. Coin Counting Services—The City desires that Central Bank accept coin deposits in bulk and count loose coins and credit them to the City's account.

V. Bank Card/Debit Card Merchant Services—The City accepts MasterCard, Visa Cards, and Discover Cards at the Parks and Recreations locations, and Finance Office. It is understood that fees must be calculated based on volumes, ticket size, etc.; however, please disclose any additional fees and related costs for this service other than the interchange fee. The selected financial institution must provide the card reader with attached printer.

W. Imaging—The City would like to request information on the Financial Institution's current capabilities in regard to imaging of paid items. Any additional information that the entity wishes to share regarding imaging capabilities and opportunities may be included in the proposal.

X. Optional Services—the City and Central Bank may agree to add services not covered above (as those services become available and are desired by the City), based upon a price to be negotiated between the two entities at the time of the addition of the service

Y. Other Services—there may be other banking services; which the financial institution wishes to bring to the City's attention. These may be listed on a separate sheet with the fee, if any, for such services (such as a sweep account).

Z. Limitations or Restrictions—please indicate if there are extra requirements and/or limitations required of the City regarding banking services i.e. size of transactions, number of transactions per day, etc.

6. City of Branson's Financial Information

Average Monthly Balance – Savings (2016)

- GF Savings Acct (main account) $2,578,565
- AP Clearing Acct $454,250
- Payroll Clearing Acct $29,264
- Tourism Acct $2,408,454
- Municipal Court Acct $29,494
- Payroll Trust Acct (Flex Spending)$8,349

BANKING SERVICE (Consolidated Analysis – Estimated Year from 2016)

General Account Services	ESTIMATED NUMBER
Depository Services	

Paper Credits	1,540
Electronic Credits	2,171
Paper Debits	4,130
Electronic Debits	469
Returned Deposited Items	75
Re-deposited Returned Item	80
Stop Payments	11
Deposited Checks	52,636

ACH Services

Original Transit Item (Originated items)	25,728
Received Item	160
ACH Return	89

Coin and Currency Services

Cash Deposited – Per $100	NA
Coin Deposited – Per Roll	NA
Coin Deposited – Machine Counted	4

Cash Deposited each month in 2016

January	$31,632	July	$124,573
February	$40,679	August	$50,874
March	$40,100	September	$42,257
April	$47,474	October	$44,058
May	$74,176	November	$38,825
June	$128,237	December	$27,233

7. Financial Data

In order to establish the financial strength of the depository institution, the following ratios will be derived and furnished by the proposing institution for the previous quarter:

A. Liquidity:
   1. Bank loans to deposits.
   2. Loans to assets minus plant and equipment.
   3. Cash and equivalents to total assets.
   4. Percentage of assets maturing in one year.
   5. Cash and equivalents to deposits.

B. Asset Quality:
   1. Current loan losses to total loans.
   2. Reserves as a percentage of total loans.
   3. Nonperforming loans to total loans.

C. Profitability:
   1. Return on earning assets.
   2. Return on equity.

D. Strength:
   1. Capital to deposits.
   2. Capital to loans.
   3. Capital to assets.

E. Management:
   1. Net charge-offs to loans.
   2. Income before security transactions to assets.

PRICING PAGE

Central Bank provided pricing information as specified below to provide Banking Services in accordance with the terms and conditions of the contract.

001.	Fixed or variable rate of interest Outlined as option 1 and/or 2 in the RFP	75%
002.	Deposit slips with carbon copies	$ N/C
003.	Designated bank officer	$ N/C
004.	Monthly statements w/ checks listed in order or online access or capability to download	$ N/C
005.	Daily/Weekly/Monthly reporting of all checks cleared	$ N/C
006.	Forms for transferring funds or online access	$ N/C
007.	Stop payment	$ N/C
008.	Wire transfer capability	$ N/C
009.	Overdrafts	$ N/C
010.	Direct deposit services	$ N/C
011.	Automated bank drafting services	$ N/C
012.	Credit card receipt processing	$ Additional services
013.	Online banking capability	$ N/C
014.	Positive pay capability	$ N/C
016.	Other fees (returns of deposited checks, draft wires, transfers, etc.)	$ N/C
017.	Responsiveness (ability to do transactions late in the day)	$ Yes
018.	Night depository services and bags (how many)	$ N/C
019.	Quarterly report of collateral pledged & its market value within 30 days of closing	$ N/C
020.	Availability of funds--after 5 p.m. Central Standard Time	$ Yes

021.	Coin counting services	$ N/C
022.	Account reconciliation	$ N/C
023.	Bank card/debit card merchant services	$ V in basic services
024.	Imaging	$ N/C
025.	Optional services	$ Additional services

026. Other services (please list along with associated cost(s)
In additional services

BILL NO. 5812

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON TO ALLOW THE COUNTY TO PROVIDE FUNDING TOWARD THE COST OF THE CITY'S PLANNED 2020 SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **UTILITIES DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- The Taney County Commission, as part of its 2020 budget, has set aside funding from the County's ½ cent Sewer Sales Tax which may be used for planned sewer system improvement projects that have been submitted by municipalities within Taney County. This funding is provided for municipal projects that meet capital improvement criteria as described in the County's Sewer Sales Tax Usage Guidelines.
- Branson Utilities provided information for eight budgeted 2020 sewer improvement projects that meet the outlined capital criteria. The Taney County Environmental Service Project Coordinator has reviewed each project scope and drafted the attached agreement for consideration and approval of the City of Branson Board of Aldermen and the Taney County Commission.
- If approved, sewer sales tax funding up to $1,000,000.00 will be made available to the City of Branson to expend toward the cost of these projects. Branson is not obligated under this agreement to proceed with any certain number of our planned projects.
- As projects that are approved by the Board progress and invoicing is received, staff will submit copies of those invoices to the County for reimbursement of our costs up to the allowed one million dollar limit. Each of the City's 2020 eligible projects are briefly described in the following detailed analysis page.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

_X__ **Recommended**
____ **Not Recommended**
____ **Neutral/None**

COMMUNITY PLAN 2030: El-1.1

ATTACHED EXHIBITS:

ITEM/SUBJECT: **READING OF A BILL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON TO ALLOW THE COUNTY TO PROVIDE FUNDING TOWARD THE COST OF THE CITY'S PLANNED 2020 SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

DETAILED ANALYSIS:

Eligible Sewer Improvement Projects:

Subgrade Analysis and Preliminary Design Phase engineering for the Compton Drive Wastewater Plant flood protection system.
Negotiated Price: **$456,145.00**

Construction of a sewer main extension providing sewer access to an existing annexed property in the area of Harmony Lane which was understood to be connected to City sewer, however was not. This project, at the same time, will also provide public sewer access to other properties in that that are currently unserved.
Bid: **$197,430.00**

Engineering to upgrade and reroute the existing PVC material forcemain at sewer Lift Station #17, located near Thelma Doyle Drive, with a ductile iron main. This improvement will reduce the risk of large sewer spills which have frequently occurred with the plastic main.
Negotiated Price: **$ 77,720.00**

A gravity sewer extension along Branson Hills Parkway to an annexed property currently being considered for the Aldi's development which currently has no access to gravity sewer.
Estimated Cost: **$ 66,750.00**

Engineering for gravity sewer system improvements in the Spring Creek subdivision. Improvements increasing the existing 4" gravity sewer system in this area to 8" mains to provide reliability and allow City crews to utilize maintenance equipment used to clean and flush public sewer mains.
Negotiated Price: **$ 34,919.00**

Construction of upgrades at Lift Station #46, located west of Highway 265 near Table Rock Lake, to install pumps in an existing wetwell, install controls, backup power generator and connect the new pumping components to an existing forcemain.
Estimated Cost: $437,268.00

Lining and sealing of 4,300 feet of aged clay tile sewer mains and associated manholes in the City sewer collection system to reduce groundwater infiltration entering the sewer system and eliminating root intrusion which leads to blockages and sewer spills.
Bid: $305,419.00

Engineering to upgrade the existing PVC forcemain at sewer Lift Station #21, located near Illinois Street in the lower Fall Creek watershed and adjacent to Lake Taneycomo. The existing plastic forcemain has broken on numerous occasions causing large sewer spills.
Estimated Cost: $ 90,000.00

BILL NO. 5812 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON TO ALLOW THE COUNTY TO PROVIDE FUNDING TOWARD THE COST OF THE CITY'S PLANNED 2020 SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, pursuant to section 70.220 RSMo, the County and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, Taney County has prepared an intergovernmental agreement document, whereby the County would assist with the cost of improvements to sewer systems within Taney County through projects utilizing expenditures of Waste Water Capital Improvements (County Sewer Sales Tax) funds; and

WHEREAS, the Board of Aldermen desires to approve an Intergovernmental Agreement between the City of Branson and Taney County regarding reimbursement to the City for costs associated with planned 2020 City sewer system improvement projects.

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 an Intergovernmental Agreement with Taney County to provide funding to the City of Branson for costs associated with the City's 2020 planned sewer improvement projects in an amount up to $1,000,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".

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:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF BRANSON

BRANSON SANITARY SEWER INFRASTRUCTURE IMPROVEMENT PROJECT FUNDING AGREEMENT

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Branson (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the City is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to section 70.220 RSMo, the County and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County may enter into agreements for the purpose of making improvements to sewer systems within Taney County through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter "Sewer Sales Tax"); and

WHEREAS, the County shall oversee sewer sales tax funds which may be made available for use in areas of Taney County to finance capital improvements to their waste water infrastructure. It has been determined that the sanitary sewer infrastructure improvement project being undertaken by the City is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. The following planned 2020 fiscal year projects will be included under this funding agreement:

1. Upgrade Force Main Lift Station #17 (Engineering Phase)
2. Compton Drive WWTF Flood Protection (Subgrade & Preliminary Design Engineering Phase)
3. Spring Creek North Subdivision – Sewer Main Extension (Engineering)
4. Upgrades to Lift Station #21 Force Main (Engineering)

5. Upgrade Lift Station #46 (Construction)
6. Sewer Collection System – Pipe Lining & Manhole Sealing (Construction)
7. Harmony Lane 8" Sewer Main Extension (Construction
8. Sewer Main Extension – Branson Hills, Aldi's Project (Construction)

NOW, THEREFORE, the County and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

I. Scope of Agreement

A. The County Agrees:

1. To provide funding for the Branson Sanitary Sewer Infrastructure Improvement Project (hereinafter "the Project") up to **$1,000,000.00.** No additional Sewer Sales Tax funds above that stated in this agreement will be allocated to the project without prior written approval from the County Commission prior to any additional work being performed.

2. Unless an invoice requires immediate payment under the terms of the Project contract or due to an emergency, the County will pay the City, by the fifteenth of each month, for all invoices received and remaining unpaid on the Project since the County's last monthly payment, which have been approved by the City's Engineer. The invoices must be presented to the County Commission, for its approval, at least fourteen days prior to payment. All invoices must meet all applicable laws, regulations and requirements before the County is obligated to issue payment.

3. That the Taney County Environmental Services Project Coordinator will review the final Project plan with the City and verify for the County Commission that this Project meets the criteria necessary to be funded through the Sewer Sales Tax. The Taney County Environmental Services Project Coordinator will review engineering reports submitted by the Project Engineer, and approved by the City Engineer, to ensure the Project is satisfactorily completed.

4. That the Taney County Environmental Services Project Coordinator will review written progress reports submitted by the Project Engineer, and approved by the City Engineer, on a monthly basis.

5. That the Taney County Environmental Services Project Coordinator will review all Project invoices and provide timely written approval to be submitted to the County Commission confirming that the work has been completed.

6. That the Taney County Environmental Services Project Coordinator will advise the County Commission in writing if additional Sewer Sales Tax funds will be needed to complete the Project, and, if so, shall assist the City in requesting from the County Commission a written order, on the record, approving the additional Sewer Sales Tax funds required to complete the Project.

B. The City Agrees:

1. Upon receipt of the County's written approval of the Project, the City shall proceed with the steps necessary to oversee and complete the Project.

2. To provide the Taney County Environmental Services Project Coordinator and the Commission with written monthly reports to ensure the Project is being satisfactorily completed.

3. To advise the Taney County Environmental Services Project Coordinator and the Commission in writing if additional Sewer Sales Tax funds will be needed to complete the Project. City shall obtain the County Commission's written order, on the record, prior to any work being performed which requires additional compensation to be paid in excess of the funds recited in Section I (A).

4. To inform the Contractor in its initial contract, that no additional money above the amount stated in Section 1 (A), above, will be allocated to the Project without prior written approval from the County Commission prior to any additional work being performed for which payment of additional money is requested.

5. Submit invoices generated by the Project to the Taney County Environmental Services Project Coordinator for submission to the Commission.

II. Term

This Agreement shall become effective upon execution by the parties, the passage of any ordinances and/or resolutions as may be required to approve of this Agreement shall be the responsibility of each party and shall be adopted in advance of executing the Agreement. This Agreement shall remain in full force and effect

until the Project is complete, but no later than **December 31, 2020**, unless terminated earlier in accordance with the terms hereof. In the event of delay resulting from interrupting weather conditions, strikes, material shortages or supply delays, or other unforeseen acts or conditions uncontrollable by any of the parties, the City shall communicate such in writing to the County with supporting documents so that the County may review the circumstances of the delay and approve an extension of the deadline for the Project.

III. Termination

If the City believes that the Project contemplated in this Agreement should not go forward because the Project is no longer feasible, the City may request that the Agreement be mutually terminated; which mutual termination request shall be in writing and shall not be unreasonably withheld by the County. Further, any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued or incurred prior to such termination. However, failure of the City to fulfill its obligations under this Agreement in a satisfactory manner shall constitute a breach of contract and the County shall have the right to terminate the agreement after giving the City 30 days written notice of any breach in the City's fulfillment of the requirements outlined in the Agreement. In the event that the recognized deficiency has not been cured within said 30 day period, this Agreement shall be terminated unless additional time is mutually agreed upon, in writing, to cure said breach. In the event this Agreement is terminated by failure of the City to perform its obligations under this Agreement, the City shall return all money or proceeds to the Sewer Tax Account which were expended on the Project but which did not benefit or improve the City's sewer system, and therefore, do not comply with the capital improvement requirement for expenditure of the Sewer Sales Tax funds.

IV. Amendment

Amendments to this Agreement may be proposed by either party upon written notice to the other party. However, such amendments shall become effective only upon execution by both parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To County:
Mike Scofield, Presiding Commissioner
Taney County, Missouri
P.O. Box 1086
Forsyth, Missouri

John Soutee, Project Manager
Taney County Environmental Services
P.O. Box 944
Forsyth, MO 65653

With copy to:
Shanna Tilley
Commissioners Assistant
P.O. Box 1086
Forsyth, MO 65653

To City:
Lisa K Westfall, City Clerk
City of Branson
110 West Maddux
Branson, MO 65616

VI. Allocation of Liability

The County and City agree that each party will assume its own liability for all claims, judgments, causes of action, damages, and expenses of whatsoever nature incident to, or resulting from, each entity's individual activities or required performance of the terms of this Agreement or liability, damages and expenses arising out of performance of the obligations stated in this Agreement or the sewer improvement Project.

VII. Attorney Fees

In the event of any lawsuit or legal action to enforce or interpret any provision of this Agreement, the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the lawsuit, legal action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is ultimately and finally decided, with no further appeal.

VIII. Indemnity/ Liability Insurance

Without limiting any other obligations under this Agreement, the City shall secure and maintain at its own individual cost, throughout the duration of this Agreement, liability insurance of such type and in such amounts as may be

necessary to protect them and the interests of the County against all risks of loss and liability which may arise out of the City's performance of this Agreement, or the project to be funded by this Agreement, including but not limited to general liability coverage, wrongful termination, employee rights under federal or state statutes, or Missouri common law.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's, the City's rights or defenses with regard to each entities' applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

In the event that any lawsuit based upon a claim, action, loss, cost, expense or damage arising out of the project contemplated in this Agreement is filed against the County based on the City's actions, the City shall defend and indemnify the County, its elected officials and employees at its sole cost and expense; provided that the County retains the right to participate in such suit, at its expense. If any question or interpretation of law is involved, the County may, at its expense, participate in and prosecute or defend such action. If final judgment be rendered against the County or its officers, agents or employees, finding them liable for the sole and direct actions of the City, then the City shall satisfy the same in full.

However, in the event that said lawsuit if filed based upon the County's actions, the County shall defend and indemnify the City, its elected officials, and employees at its cost. Also, if any question or interpretation of law is involved, the City may, at its expense, participate in and prosecute or defend such action. If final judgment be rendered against the City or its officers, agents, or employees, finding them liable for the sole and direct actions of the County, then the County shall satisfy the same in full.

This Project is not a joint venture or undertaking and the County shall not be responsible for the City as agents of the County, nor shall the City be responsible for the County's actions.

IX. Miscellaneous

A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is it the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon the parties except as herein provided or as amended by unanimous written agreement.

B. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County and City respectively to enter into this agreement, and that the terms and provisions hereof constitute valid and enforceable obligations of each.

C. No transfer or assignment of this Agreement, or any part hereof or interest herein, shall be made unless all of the parties unanimously approve such transfer or assignment in writing.

D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By: _____ Date: _____
Mike Scofield, Presiding
Commissioner of Taney County

ATTEST: I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above agreement was executed by the Taney County Presiding Commissioner Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

By: _____ Date: _____
Donna Neeley, County Clerk

CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, when taken together with expected revenues from the sewer sales tax, each sufficient to meet the obligation incurred by this Agreement for the Branson Sanitary Sewer Infrastructure Improvement Project.

By: _____ Date: _____
David Clark
Taney County Auditor

City of Branson

By: _____ Date: _____
E. Edd Akers, Mayor

ATTEST:

By: _____ Date: _____
Lisa K Westfall, City Clerk

APPROVED AS TO FORM:

By: CLL #51831 Date: 2/4/20
Chris Lebeck #51831, City Attorney

By: _____ Date: 1/27/20
Attorney for County Commission

BILL NO. 5813

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF GULF STATE DISTRIBUTORS, INC. TO PROVIDE AMMUNITION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **POLICE DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- The Police Department is in need of pistol and rifle ammunition to allow for required qualifications and training. Due to the current economic conditions the current availability of ammunition is limited.

- The City of Branson utilizes the Missouri state bid program for purchasing of goods and vehicles. Local vendors had the opportunity to participate in the Missouri State Bid.

- Five State approved vendor's submitted proposals.
  - Gulf States Distributors, Inc. Montgomery, AL
  - Precision Delta Corporation Ruleville, MS
  - Sunset Law Enforcement Ackley, IA
  - On Target Ammunition LLC Grain Valley, MO
  - Dickey Bub Farm & Home Union, MO

- Gulf State Distributors, Inc. was the low bidder and only vendor able to supply Federal ammunition per the bid request. Federal ammunition is the Department's authorized ammo.

- Total cost of this contract is not to exceed $21,500.00 for the contract period. Funds are budgeted in the 2020 Police Department operational budget.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

_X_ **Recommended**
____ **Not Recommended**
____ **Neutral/None**

COMMUNITY PLAN 2030: C-1 Public Safety.

ATTACHED EXHIBITS:

BILL NO. 5813 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF GULF STATE DISTRIBUTORS, INC. TO PROVIDE AMMUNITION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson wishes to contract with Gulf State Distributors, Inc. to provide ammunition; and

WHEREAS, the contract with Gulf State Distributors, Inc. has been recommended for approval by staff; and

WHEREAS, the Board of Aldermen desires to award the contract with Gulf State Distributors, Inc.; and

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

Section 1: The Board of Aldermen hereby accepts the proposal of Gulf State Distributors, Inc. to provide ammunition in the amount not to exceed $21,500.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

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

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

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

Master Contract Number:_____

PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by and between the City of Branson, Missouri (the "City") and **Gulf States Distributors, Inc.** ("Seller").

WHEREAS, the Seller provided a quote for ammunition (**Exhibit A**) on March 18, 2020; and

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase**. The City agrees to purchase and the Seller agrees to sell the following item(s): **ammunition, from a date beginning on the execution date of this contract to a date ending July 31, 2021.**

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

   a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit 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 **Twenty One Thousand Five Hundred Dollars ($21,500.00), 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 100, 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: _____ 4-14-20
(Signature) Date

Name: Tommy Tsammell
(Printed Name)

Title: Vice President

Company Name: Gulf States Dist.

Address: 6000 East Shirley Lane
Montgomery AL 36117

Phone: 800-223-7869

E-Mail: tommy@gulfstatesdist.com

Tax ID: 63-0803427

CITY OF BRANSON, MISSOURI

_____ _____
E. Edd Akers Date
Mayor

ATTEST:

_____ _____
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

_____ #51831 3/19/20
Chris Lebeck #51831 Date
City Attorney

Quote

Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0168390
Order Date: 3/18/2020

Salesperson: NO
Customer Number: MOBRAN

Sold To:
City of Branson
110 W Maddux Street
Finance-2nd FL, Suite 200
Branson, MO 65616
Confirm To:

Ship To:
Branson Police Department
110 W Maddux
Suite 100
Branson, MO 65615

Customer P.O.	Ship VIA	F.O.B.	Terms
	0		Net 20 days

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
FEDP40HST3	CASE	11.00	0.00	0.00	309.00	3,399.00
P40HST3 .40 165gr HST HP			Whse: 000	DropShip: N		
SPE53955	CASE	20.00	0.00	0.00	214.70	4,294.00
53955 .40 165gr TMJ			Whse: 000	DropShip: N		
FEDAE223J	CASE	40.00	0.00	0.00	148.50	5,940.00
AE223J .223 55gr BT			Whse: 000	DropShip: N		
SPE24446	CASE	33.00	0.00	0.00	214.50	7,078.50
.223 55gr GDHP			Whse: 000	DropShip: N		
FEDLE308TT2	CASE	3.00	0.00	0.00	237.30	711.90
LE308TT2 .308 168gr Tactical Bonded Tip			Whse: 000	DropShip: N		

State of Missouri
Ammunition Contract #CC200147001

Proudly celebrating 40 years of service to law enforcement and military.
Be on the lookout for special events and anniversary sales all year long.

Net Order:	21,423.40
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	21,423.40

BILL NO. 5814

City of Branson MISSOURI

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSOURI DEPARTMENT OF PUBLIC SAFETY PERTAINING TO THE LAW ENFORCEMENT SUPPORT OFFICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

INITIATED BY: **POLICE DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- The purpose of this agreement is to allow the Branson Police Department to participate in the Law Enforcement Support Office Program administered by the Missouri Department of Public Safety. This program as authorized by 10 USC § 2576a allows the Secetary of Defense to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary.

- This agreement is a yearly renewal of a program the Branson Police Department has participated in for over 10 years.

- This program supplements the existing Police budget by allowing assignment of excess DOD property such as vehicles, watercraft, weapons, ammunition, etc.. to be obtained and used by the Police Department.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

__X__ Recommended
____ Not Recommended
____ Neutral/None

COMMUNITY PLAN 2030: C-1 Public Safety: Branson is committed to the overall public safety of its residents and visitors.

ATTACHED EXHIBITS:

BILL NO. 5814 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSOURI DEPARTMENT OF PUBLIC SAFETY PERTAINING TO THE LAW ENFORCEMENT SUPPORT OFFICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Branson wishes to continue an Intergovernmental Cooperative Agreement with the Missouri Department of Public Safety regarding participation in the Law Enforcement support office program; and

WHEREAS, the Intergovernmental Cooperative Agreement between the Missouri Department of Public Safety and the City of Branson has been recommended for approval by staff; and

WHEREAS, the Board of Aldermen desires to enter into the agreement.

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

Section 1: The Board of Aldermen hereby accepts the proposed Intergovernmental Cooperative Agreement with the Missouri Department of Public Safety and authorizes the Mayor to execute the Intergovernmental Cooperative Agreement attached hereto as Exhibit "1".

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

Read, this first time on this _____day of _____, 20___.

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

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

March 2020

MISSOURI DEPARTMENT OF PUBLIC SAFETY
LESO PROGRAM APPLICATION
INSTRUCTIONS

The Secretary of Defense is authorized by 10 § USC 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is in excess to the needs of the U.S. Department of Defense (DoD) that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary.

The Secretary of Defense has delegated authority for management of this program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the "Law Enforcement Support Office (LESO) Program" (formerly "1033 Program") and is administered by the DLA Disposition Services, LESO.

LEAs are eligible for the Missouri LESO Program if all the following is met:

1. The department is located within the State of Missouri.
2. The department has a valid ORI # associated with a physical street address within Missouri.
3. The department's primary function is the enforcement of applicable Federal, State, and Local laws.
4. The department's compensated[1] law enforcement officers have powers of arrest and apprehension.
5. The department is recognized by the Missouri State Highway Patrol (MSHP) as a law enforcement agency and by the Department of Public Safety, Peace Officers Standard and Training (POST) Unit as having licensed officers.
6. The department has at least one (1) compensated, full-time law enforcement officer employed by the department. (NOTE: Only compensated full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property.)

Missouri LEAs who wish to acquire and/or retain LESO Program property must be enrolled and authorized to use the LESO Program. Missouri's "LESO Program Application" consists of the following three (3) documents:

1. Contact Information
2. Law Enforcement Support Office (LESO) Application for Participation / Authorized Screeners Letter
3. State Plan of Operation (SPO)

To ease the paperwork process, reduce duplication of effort, and reduce common errors, data provided on the "Contact Information" form will populate into the "LESO Application for Participation / Authorized Screeners Letter" and the "SPO", but Section 2 of the "LESO Application for Participation / Authorized Screeners Letter" and the "SPO" will require additional attention to fields that didn't populate and/or to obtain physical signatures. Please review carefully.

Missouri's "LESO Program Application" is necessary for enrollment of non-participating LEAs (LEAs that have never participated in the LESO Program or LEAs previously terminated/deactivated from the LESO Program).

Missouri's "LESO Program Application" is also necessary in the event information supplied in the LESO Program Application changes during the course of participation in the LESO Program. Such changes include, but are not limited to: 1) change in LEA name, 2) change in LEA physical address or other agency information, 3) change in number of full-time or part-time officers, 4) addition, deletion, or other change in property screener and/or Armored Vehicle, Small Arms, or Aircraft Point of Contact, 5) change in Local Governing Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director), 6) change in Chief Law Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal), or 7) release of a new version of the "SPO". If information supplied in the "LESO Program Application" changes, the LEA must submit, within 30 days of the change, a revised "LESO Program Application".

Once completed, the three (3) required documents, which comprise the "LESO Program Application", must be submitted via one of the following methods to the Missouri LESO Program for review and approval:

Email: MissouriLESO@dps.mo.gov
Fax: (573) 526-1876
Mail: MO Department of Public Safety, LESO Program, PO Box 749, 1101 Riverside Drive, Jefferson City, MO 65102

If you have questions, contact the Missouri LESO Program staff at MissouriLESO@dps.mo.gov or (573) 526-1930.

[1] "Compensated" has been defined as being paid an hourly or annual salary, at a rate no less than the current hourly state minimum wage.

March 2020

MISSOURI DEPARTMENT OF PUBLIC SAFETY
LESO PROGRAM APPLICATION
CONTACT INFORMATION

Instructions: Please complete all fields. Enter N/A if the requested information does not apply.

Law Enforcement Agency (LEA) Information			
LEA ORI Number	MO1070100		
LESO DoDAAC (Example: 2YTXXX)	2YTBG2		
LEA Name	BRANSON POLICE		
PO Box Address (If applicable; if not applicable, enter N/A)	N/A		
Physical Street Address (No PO Boxes)	110 W. MADDUX, SUITE 100		
NCIC Terminal Address (Address associated with LEA's ORI Number)			
City	BRANSON		
Zip Code	65616		
County	TANEY		
General Agency Email (If the LEA doesn't have a general email, enter the email of a primary contact that will monitor emails)	sbarnwell@bransonmo.gov		
Agency Main Telephone Number	(417) 334-3300		
Agency Main Fax Number	(417) 334-5530		
# Full-Time Sworn Officers (Include any vacant, budgeted positions)	56		
# Part-Time Sworn Officers (Include any vacant, budgeted positions)	0		
# Reserve Sworn Officers (Include any vacant, budgeted positions)	0		
NOTE: Only compensated, full-time and part-time law enforcement officers are authorized to receive (use) LESO Program property.			
Chief Law Enforcement Official (CLEO) Information (e.g. Chief, Sheriff, Director, Colonel, Marshal of the LEA)			
Title/Rank	CHIEF		
Name (First and Last Name)	JEFF MATTHEWS		
Office Phone Number	(417) 337-8534	Ext. (If applicable)	
Cell Phone Number	(417) 337-1253		
Email Address	JMATTHEWS@BRANSONMO.GOV		
Local Governing Executive Official (LGEO) Information (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director of the unit of government)			
Job Title	MAYOR		
Name (First and Last Name)	E. EDD AKERS		
Office Phone Number	(417) 334-3345	Ext. (If applicable)	
Email Address	EAKERS@BRANSONMO.GOV		

Authorized Property Screeners

Authorized property screeners are those persons that will have approval to access, request, and acquire property through the LESO Program on behalf of the LEA. Each LEA must have a minimum of two (2) screeners [unless the LEA only has one (1) employee.]

Property Accountability Officer (Main Point of Contact/Screener #1)

Must be a full-time, compensated sworn officer of the law enforcement department.

Title/Rank	LIEUTENANT		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	JAMES (SEAN)		
Last Name (as indicated on driver's license)	BARNWELL		
Office Phone Number	(417) 337-8593	Ext. (If applicable)	
Cell Phone Number	(417) 335-3322		
Email Address	SBARNWELL@BRANSONMO.GOV		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		

Screener #2

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department.

Title/Rank	LIEUTENANT		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	ERIC (EJ)		
Last Name (as indicated on driver's license)	JONES		
Office Phone Number	(417) 337-8507	Ext. (If applicable)	
Cell Phone Number	(417) 559-7303		
Email Address	EJONES@BRANSONMO.GOV		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		

Screener #3

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department. (Enter N/A in each text field of this section if not identifying a third screener.)

Title/Rank	ASSISTANT CHIEF		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	ERIC		
Last Name (as indicated on driver's license)	SCHMITT		
Office Phone Number	(417) 337-8537	Ext. (If applicable)	
Cell Phone Number	(417) 294-3309		
Email Address	ESCHMITT@BRANSONMO.GOV		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		

Screener #4

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department. (Enter N/A in each text field of this section if not identifying a fourth screener.)

Title/Rank	LIEUTENANT		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	MICHAEL		
Last Name (as indicated on driver's license)	HOAG		
Office Phone Number	(417) 337-8557	Ext. (If applicable)	
Cell Phone Number	(417) 527-6517		
Email Address	MHOAG@BRANSONMO.GOV		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies only)

* *Indicates Required Fields*

SECTION 1:

*Originating Agency Identifier (ORI) Number (*if applicable*): MO1070100

*Agency Name: BRANSON POLICE

*Agency Physical Address: 110 W. MADDUX, SUITE 100 *City: BRANSON

*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

*Phone #: (417) 334-3300 Fax #: (417) 334-5530

*State: MO *Zip Code: 65616 *Email: sbarnwell@bransonmo.gov

Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.

*Full-time: 56 *Part-time: 0

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener.

*#1

*Official Title / Rank	*First Name	*Last Name
LIEUTENANT	JAMES (SEAN)	BARNWELL

*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
SBARNWELL@BRANSONMO.GOV	(417) 337-8593	Small Arms & Vehicle

#2

*Official Title / Rank	*First Name	*Last Name
LIEUTENANT	ERIC (EJ)	JONES

*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
EJONES@BRANSONMO.GOV	(417) 337-8507	Small Arms & Vehicle

#3

*Official Title / Rank	*First Name	*Last Name
ASSISTANT CHIEF	ERIC	SCHMITT

*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
ESCHMITT@BRANSONMO.GOV	(417) 337-8537	Small Arms & Vehicle

#4

*Official Title / Rank	*First Name	*Last Name
LIEUTENANT	MICHAEL	HOAG

*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
MHOAG@BRANSONMO.GOV	(417) 337-8557	Small Arms & Vehicle

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

* ☑ I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

*(Check only one):

☑ I am signing this document as the CLEO of this law enforcement agency.

☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

CHIEF	JEFF MATTHEWS	
*TITLE	*PRINTED NAME: FIRST & LAST	*SIGNATURE
JMATTHEWS@BRANSONMO.GOV		5-31-2020
*EMAIL		*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

*LESO Authorized Signatory:

*SIGNATURE

*Screener letter is valid one year from this date:

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes:

STATE PLAN OF OPERATION

BETWEEN THE

STATE OF MISSOURI

AND THE

BRANSON POLICE

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Missouri – Department of Public Safety and the above mentioned LEA, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

In addition, the Missouri Department of Public Safety has adopted a "Missouri LESO Program Policies and Procedures Manual" by which all Missouri law enforcement agencies shall read and agree to follow in order to participate in the Missouri LESO Program. The "Missouri LESO Program Policies and Procedures Manual" is available online at https://dps.mo.gov/dir/programs/cjle/dod.php. Any updates to the "Missouri LESO Program Policies and Procedures Manual" will be posted online and all participating law enforcement agencies will be notified, by email, of the release of an updated version.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Office (LESO) Program and commonly referred to as the "LESO Program" (formally known as the "1033 Program") and is administered by DLA Disposition Services, LESO.

Within Missouri, the Department of Public Safety (DPS) is the Governor-appointed agency to administer the Missouri LESO Program. Specifically within the Department of Public

Safety, the State Coordinator is the Program Manager of the Criminal Justice/Law Enforcement (CJ/LE) Unit. Once appointed, the CJ/LE Program Manager may choose to name and delegate all or a portion of his/her authority to an authorized State Point of Contact(s).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Missouri has designated in writing, with an effective date of July 1993, to implement the LESO Program statewide as well as conduct management and oversight of the LESO Program. Funding / Budgeting to administer the LESO Program is provided by the Edward Byrne Memorial Justice Assistance Grant (JAG).

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Missouri can be found online at https://dps.mo.gov/dir/programs/cjle/dod.php.

The facility / physical location, contact information, and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program, can be found online at https://dps.mo.gov/dir/programs/cjle/dod.php.

B. All property is transferred and recipient LEA agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.

C. This agreement creates no entitlement to the State/Territory or LEA to receive excess DoD personal property. DLA retains the right to recall any LESO Program property during the period that it is conditionally transferred.

D. The LEA understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the LESO Program. Authorized participating agencies may, with prior approval from the State/Territory, on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). (A sample ECR can be found online at https://dps.mo.gov/dir/programs/cjle/dod.php.) Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.

E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of "B", "C", "D", "E", "F", "G", and "Q3".

To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code § 2576a):

1) That it has obtained the authorization of the relevant local governing body authority (e.g. city council, mayor, county executive, county commissioner, state department director, etc.) to participate in the LESO Program.

2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.

F. The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.

G. Upon approval of written requests, cannibalization may be performed by the LEA on approved aircraft, MRAPs/armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs)/Up-Armored HMMWVs. Requests will be submitted in writing to the State/Territory and are subject to approval by the State/Territory and the LESO. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.

H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the State/Territory/LEA. When the State/Territory/LEA no longer has a legitimate law enforcement use for controlled property, the LEA must notify the State/Territory and the State/Territory will in turn notify the LESO. The controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.

I. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/Territory/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s), and the LESO Program retains the right to recall the property.

1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO Program inventory upon meeting the one year mark.

2) Once closed, the DEMIL "A" and "Q6" property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO

Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained by the LEA and ultimately disposed of by the LEA in accordance with provisions in State/Territory and Local laws that govern public property. Sales or gifting of DEMIL "A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or Local law may constitute grounds to deny future participation in the LESO Program.

5) An SF 97 form will be provided upon physical transfer for DEMIL "A" and "Q6" vehicles. LEAs are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the LEA after one (1) year, if all other requirements of this SPO have been met. After the one (1) year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

J. LEAs are not authorized to transfer any property on their inventory (e.g. property not in a closed status) without State/Territory and LESO notification and approval. Property will not physically move until the LESO approval process is complete.

K. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient officer/deputy. (A sample ECR can be found online at **https://dps.mo.gov/dir/programs/cjle/dod.php**.) Controlled equipment requiring a chain of custody includes: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment, particularly controlled property issued/assigned to an officer/deputy. Regarding ECRs during a LESO Program Compliance Review (PCR), see section VI, A, 4.

L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.

1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.

2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.

3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).

   a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.

   b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.

   c) Information on the EAR and ITAR are at: https://www.bis.doc.gov/index.php and https://www.pmddtc.state.gov/index.html.

   d) Tips:

      i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: https://cj.pmddtc.state.gov/cj/docs/CJ-DS4076_Instructions.pdf

      ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines.

      iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file.

4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.

5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

   a) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."

   b) "Defense Articles, Defense Services, and related Technical Data" defined in the ITAR, 22 CFR Part 120.

IV. ENROLLMENT

A. An LEA will have at least one compensated full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only compensated full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. ("Compensated" is defined as being paid an hourly or annual salary at a rate no less than the current hourly state minimum wage.) State law enforcement training facilities/academies may be authorized to participate in the LESO Program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.

B. Unauthorized Participants: Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the LESO Program. LESO Program property may not be requested nor received for unauthorized participants.

C. The State/Territory shall:

   1) Establish and implement the LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, the DLA/State Memorandum of Agreement (DLA/State MOA), and this SPO.

   2) Receive and process applications for participation from eligible LEAs within their State/Territory.

   3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.

4) Ensure only authorized "LESO Program Applications" are submitted to LESO for approval. Applications are required by the LESO Standard Operating Procedures (SOP) and the "Missouri LESO Program Policies and Procedures Manual" to be submitted within thirty (30) days of the Chief Law Enforcement Official's, Local Governing Executive Official's, and the State/Territory's approved signature and date.

5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.

6) Determine the qualifications of a compensated full-time law enforcement officer.

7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.

8) Ensure LEAs enrolled in the LESO Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated "LESO Program Application". Updated applications are required to be submitted within thirty (30) days of the change for, but not limited to, the following reasons: change in law enforcement agency name; change in law enforcement agency physical address or other agency information; change in number of compensated full-time or part-time officers; addition, deletion, or other change in property screener and/or Armored Vehicle, Small Arm, or Aircraft Point of Contact; change in Local Governing Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner, State Department Director); change in Chief Executive Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal); or release of a new version of this SPO.

9) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within thirty (30) days of an LEA receiving the LESO's approval to participate.

10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.

11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property

accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program, the DLA/State MOA, and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Effective in 2020, annual inventories start on July 1 of each year and end September 30 of each year.

1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State/Territory shall:

1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.

2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms, and other unique items, as required.

3) Certify the annual inventory no later than September 30 of each year as required for continued participation in the LESO Program.

4) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

1) Complete and certify the annual physical inventory, as applicable, no later than August 31 of each year as required for continued participation in the program.

2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.

a) The State requires each LEA to submit certified inventories for their agency by August 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to the Missouri LESO Program.

b) In addition to the certified inventories, the LESO requires photographs for all High-Profile property identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the LESO Program.

i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the LESO Program.

ii. The LESO requires serial number photos for each small arm received through the LESO Program.

c) LEAs that fail to submit the certified annual inventory by August 31 will be suspended from operations within the LESO Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory by September 30 will result in a LEA's termination from the LESO Program.

3) Be aware that High-Profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.

4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State/Territory that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, State Point of Contacts (SPOCs), and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, the DLA/State MOA, and this SPO.

1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.

2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State/Territory and/or LEA.

3) States/Territories and/or LEAs which fail a PCR will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.

4) During a LESO PCR, it is LESO's intent to physically inventory 100% of

property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

1) Support the LESO PCR process by:

a) Coordinating and forwarding the completed PCR daily events schedule to the selected LEAs to be reviewed.

b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.

c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.

d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.

e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.

2) Conduct internal Agency Compliance Reviews (ACRs) of LEAs participating in the LESO Program in order to ensure accountability, program compliance, and program eligibility and to validate annual inventory submissions are accurate. The State/Territory will ensure an internal ACR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually, between October 1 and September 30. Results of internal ACRs will be kept on-file at the Missouri LESO Program office.

a) The internal PCR will include, at minimum:

i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.

ii. A review of the LEA's application/screener letter.

iii. A physical inventory of DLA LESO Program property selected for review at each LEA.

iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.

v. A review and confirmation of authenticity and eligibility of the LEA.

b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.

c) In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

A. All LESO Program property Lost, Stolen, or Destroyed (LSD), carried on a LEA's current inventory, must be reported to the LESO.

1) LSD controlled property must be reported to the LESO by the Missouri LESO Program staff within twenty-four (24) hours of determining LESO Program property has been LSD. The LEA will be required to provide the following to the Missouri LESO Program staff within the twenty-four (24) hour period stated:

a) A comprehensive police report;

b) A National Crime Information Center (NCIC) report/entry, as applicable, for serial numbered property items; and

c) A Corrective Action Plan (CAP).

2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email, and Mailing Address.

3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO by the Missouri LESO Program staff within seven (7) days of determining LESO Program property has been LSD. The LEA will be required to provide the following to the Missouri LESO Program staff within the seven (7) day period stated:

a) A comprehensive police report;

b) A National Crime Information Center (NCIC) report/entry, as applicable, for serial numbered property items; and

c) A Corrective Action Plan (CAP).

4) All LEAs participating in the LESO Program will agree to cooperate with investigations into LSD by the DLA OIG and/or the Missouri LESO Program staff.

5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO, following the initial reporting requirements detailed above, for all unaccounted for property.

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring aircraft and/or small arms issued through the LESO Program will request authorization to transfer or turn-in such aircraft or small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Aircraft and/or small arms will not physically move until the LESO and the Missouri LESO Program staff provides official notification that the approval process is complete.

C. A control system shall be in effect to ensure adequate safeguards to prevent loss, theft, or damage to LESO property.

1) Aircraft should be parked in a properly lit, monitored, and/or secured facility or lot (a location not accessible to the general public).

2) Small arms issued to law enforcement officers should be secured at all times by the law enforcement officer. Law enforcement officers should never store LESO Program property, including small arms, in their vehicle while the officer is off-duty. LESO small arms not carried on an officer's person or in the officer's immediate physical vicinity must be secured using two levels of security. Two levels of security means two distinct lockable barriers, each specifically designed to render a weapon inaccessible and unusable to unauthorized persons (e.g. a locked door could be one level and a locked safe, drawer, room, container/box, or rack could be a second level). Lockable barriers meeting this description may be either manual or electronic.

D. When returning small arms to Anniston Army Depot, LEAs are required to:

1) Provide the 1348-1A turn in document that has been approved through the LESO.

2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).

3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.

5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.

E. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer/deputy indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer/deputy will be issued utilizing an Equipment Custody Receipt (ECR); this Equipment Custody Receipt obtains the signature of the officer/deputy responsible for the small arm. (A sample ECR can be found online at https://dps.mo.gov/dir/programs/cjle/dod.php.)

F. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.

G. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.

1) First Instance of loss/theft: Will result in a sixty (60) day minimum suspension.

2) Second Instance of loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.

3) Third Instance of /loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions, which could include recalling the agency's loaned small arms or termination from the Program.

H. DLA OIG investigations may be initiated when small arms are improperly disposed of or become lost, stolen, or otherwise destroyed while maintained in the LESO Program inventory. Law enforcement agencies may be required to reimburse DLA the fair market

value of the small arm when negligence or willful conduct is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL) investigation. Reimbursement will be within sixty (60) days of the completion of the FLIPL investigation.

1) Title will never transfer to the recipient regardless of the status of the small arm.

2) Payments due to the DLA Disposition Services, based upon the findings of the FLIPL investigation, may be paid by one of the following three methods:

   a) Credit card payments via pay.gov
   b) Cashier/business checks
   c) Wire transfers

I. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the DLA Disposition Services at the end of their useful life.

IX. RECORDS MANAGEMENT

A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. However, the Missouri Department of Public Safety and LEAs within the State of Missouri must maintain all records in accordance with the Missouri Secretary of State's Agency Records Disposition Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.

1) LESO Program Applications, LEA Applications to Participate, or records of similar purpose to enroll in the LESO Program will be retained for three (3) state fiscal years, starting from the end of the state fiscal year in which a more current application was submitted. (The state fiscal year is defined as July 1 through June 30.)

2) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two (2) state fiscal years, starting from the end of the state fiscal year in which the property is removed from the LEA's property book before being destroyed. (The state fiscal year is defined as July 1 through June 30.)

3) Property records for controlled property will be retained for five (5) state fiscal years, starting from the end of the state fiscal year in which the property is removed from the LEA's property book before being destroyed. (The state fiscal year is defined as July 1 through June 30.)

4) Environmental Property records will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).

5) LESO Program files will be segregated from all other records.

6) All property records will be filed, retained, and destroyed in accordance with the Missouri Secretary of State's Agency Records Disposition Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State/Territory shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State/Territory shall ensure at least one representative (i.e. the State Coordinator or State Point of Contact) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

A. The State/Territory shall:

1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient LEA. Additionally, to the greatest extent possible, the State/Territory will ensure fair and equitable distribution of property based the LEA's current inventory and the LEA's justifications for property.

2) The State/Territory and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:

a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time;

b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3)

officers;

c) MRAPs/Armored Vehicles: two (2) vehicles per LEA; and

d) Robots: one (1) of each type for every twenty five (25) officers.

3) Additional justification may be required for small arms and MRAPs/armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.

B. Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

C. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.

2) Access the LESO website and the Missouri Department of Public Safety LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.

3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.

4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.

a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA/State MOA and this SPO in order to maintain active status.

B. If a State Coordinator or LEA fails to comply with any terms of the DLA/State MOA, Federal statute or regulation, or this SPO, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the LESO Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.

1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the LESO Program. Additional requirements for remedial action may

also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.

2) Termination: Removal of a LEA or State/Territory from participating in the LESO Program. The State/Territory and/or identified LEAs will transfer or turn-in all controlled property previously received through the LESO Program at the expense of the LEAs.

3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State/Territory shall:

1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.

2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.

5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the DLA/State MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this SPO.

6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.

   a) In cases relating to a LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all DLA LESO Program property in their possession, unless circumstances out of the control of the LEA

prevent such transfer or turn-in within the stated thirty (30) days.

7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.

8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, the DLA/State MOA, or this SPO.

9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, the DLA/State MOA, or this SPO.

10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State/Territory for failure to meet the terms and conditions of the LESO Program.

11) Make contact (until resolved) with suspended LEA(s) within the State/Territory to ensure corrective actions are rectified by the timeframe provided by the LESO.

12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.

13) Provide documentation to the LESO when actionable items are rectified for the State/Territory and/or LEA(s).

14) Provide a written request to the LESO for reinstatement of a LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.

15) Provide a written request to the LESO for reinstatement of the State/Territory via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA shall:

1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services

location.

a) In cases of a State/Territory termination, the State/Territory will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State/Territory.

b) In cases relating to an LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all DLA LESO Program property in their possession, unless circumstances out of the control of the LEA prevent such transfer or turn-in within the stated thirty (30) days.

XIII. AMMUNTION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.

2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.

3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.

4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public webpage.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E- mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of the DLA/State MOA or this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate

action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State/Territory pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93- 112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State/Territory and the DOD and between the State/Territory and the LEA.

XVII. INDEMNIFICATION CLAUSE

A. The State/Territory/LEA is required, at a minimum, to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and Local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and Local laws, the State/Territory/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/Territory/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/Territory/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

B. LEAs are not required to maintain full coverage insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss, damage, or destruction, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned Chief Law Enforcement Official, Local Governing Executive Official, and State Coordinator (or State Point of Contact, by designee of the State Coordinator) hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

JEFF MATTHEWS

Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature

5-5-2020

Date (MM/DD/YYYY)

E. EDD AKERS

Type / Print Local Governing Executive Official Name

Local Governing Executive Official Signature

Date (MM/DD/YYYY)

Type / Print State Coordinator (or designee) Name

State Coordinator (or designee) Signature

Date (MM/DD/YYYY)

APPROVED AS TO FORM:

#51831 5/1/20

City Attorney

BILL NO. 5815

City of Branson MISSOURI

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF UNDER THE WIRE, LLC PERTAINING TO TRAFFIC SIGNAL MAINTENANCE SERVICES FOR THE CITY OF BRANSON FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **ENGINEERING DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- Two qualified bids were received January 14, 2020 for the annual traffic signal maintenance and repair of city traffic signals.

Bidder	Labor Cost per hour	Parts	Bucket Truck Rate	Detection Loop Installation
Under the Wire, LLC	$93.00	14%	$70 per hour	$6.10 per lf
Ewing Signal	$250.00	25%	$150 per hour	$8.50 per lf

- This contract for 2020 is a one-year annual contract and runs from the date of execution and approval by city council through December 31, 2020 with an option to renew for up to three (3) additional successive one-year terms. The renewal contract will be presented to city council upon renewal each year.

- An estimate of $16,750 is budgeted in the transportation and engineering departmental operating budgets.

- Staff recommends award of the contract to Under the Wire, LLC in a not to exceed amount of $16,750.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

__x__ Recommended
____ Not Recommended
____ Neutral/None

COMMUNITY PLAN 2030: TR 1.1.2 – Transportation: Design and maintain City roads to sufficiently accommodate the projected growth and tourism traffic in a coordinate way.

ATTACHED EXHIBITS:

BILL NO. 5815 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF UNDER THE WIRE, LLC PERTAINING TO TRAFFIC SIGNAL MAINTENANCE SERVICES FOR THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson accepts the bid proposal of Under the Wire, LLC for the annual traffic signal maintenance services for the City; and

WHEREAS, Under the Wire, LLC has been recommended for approval by city staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of Under the Wire, LLC pertaining to the annual traffic signal maintenance services, for a cost not to exceed $16,750.00 in the form attached hereto as Exhibit "1".

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

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

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

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

Master Contract Number:_____

SERVICES CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020, by and between the City of Branson, Missouri (the "City") and **Under the Wire, LLC** ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term**. The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The initial term of the contract will be from a date beginning on the execution date of this contract to a date ending December 31, 2020, with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The**

contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.

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

7. **Payment**.

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

B. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Seven Hundred Fifty Dollars ($16,750.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

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

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

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

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

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

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

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

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

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

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

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

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

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

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

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

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

E. Written evidence of the required insurance coverage must be submitted before or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE PROVIDER:

By: Joanne L Brown (Signature) 2/25/2020 Date

Name: Joanne L. Brown (Printed Name)

Title: Owner

Company Name: Under The Wire, LLC

Address: 3758 White Oak Rd.
Fordland, MO 65652

Phone: 417-844-1161

E-Mail: underthewirellc@gmail.com

Tax ID: 47-2835075

CITY OF BRANSON, MISSOURI

E. Edd Akers — Date
Mayor

ATTEST:

Lisa K Westfall — Date
City Clerk

APPROVED AS TO FORM:

Chris Lebeck #51831 — 1/30/20 Date
City Attorney

Exhibit A

Under the Wire, LLC
3758 White Oak Rd.
Fordland, MO 65652

Scope of Contract

1. Purpose: Under the Wire, LLC agrees to assist city staff with installation and maintenance of the City's traffic signal equipment. This contract shall encompass Traffic Signal Maintenance for the sixteen (16) traffic signals and five (5) crosswalks located in the city. Conditions of the work covered under this Contract are for both routine repair and maintenance and emergency work. During the contract period Under the Wire, LLC will be available for any and all traffic signal maintenance and repair jobs required by the City.

2. Minimum Qualifications:

2.1 Under the Wire, LLC shall possess the necessary experience in installation, programming, maintenance, troubleshooting and repair of traffic signal systems required. Possession of a traffic signal technician certification from an accredited trade association such as International Municipal Signal Association (IMSA) is required.

Under the Wire, LLC shall possess the necessary experience with troubleshooting and repair of railroad (downstream of railroad equipment) and emergency vehicle pre-emption systems.

2.2 Under the Wire, LLC shall perform all work in accordance with the latest editions and most current revisions and additions of:

a. The Standard Specifications for Road, Bridge and Municipal Construction, adopted by the Department of Transportation;

b. The Manual on Uniform Traffic Control Devices for Streets and Highways, (MUTCD) adopted by the Department of Transportation;

c. The National Electric Safety Code and Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines;

d. The City of Branson Technical Specifications for Public Improvement Projects.

In case of conflict with any parts of the repairs, the City shall determine prior to commencement of work what standard(s) shall apply.

3. Scope of Work

3.1 Installation of Radar Detection Systems including mounting brackets, radar heads, pulling power and communication wire and terminating in control cabinet.

3.2 Removal of detection system wiring and equipment.

3.3 Removal and installation of traffic signal cabinets including the disconnection and reconnection of power, communication and detection wiring systems.

3.4 Removal and installation of new traffic signal related equipment damaged in vehicle accidents, weather, etc.

3.5 Assist city staff with troubleshooting traffic signal related issues.

3.6 Relocation and installation of pedestrian crossing poles, heads, buttons, etc.
These tasks are not intended to be exhaustive, but rather representative of the type of work Under the Wire, LLC is expected to complete.

3.7 Emergency Work. Under the Wire, LLC shall respond to calls for Emergency traffic signal situations from authorized parties (see below) within two (2) – four (4) hours during normal weather and traffic conditions, twenty-four (24) hours a day seven (7) days a week (including holidays). Emergencies shall include the following:

a. Intersection is dark (power failure)

b. Replacing poles, cabinets and other traffic signal related equipment damaged in vehicular accidents.

c. Assist city staff with trouble shooting and installation of city provided materials and equipment.

This is not an all-inclusive list. Other types of repairs and services may be required. For the purposes of this bid, an emergency is defined as any condition(s) which is a threat to the safety of drivers and/or property, or a condition that will affect the traffic flows as determined by the Director of Public Works/Engineering or the Project Manager. In the event that there are not four (4) regular working hours remaining in the day that a call is received, Under the Wire, LLC will be expected to work overtime if requested or respond within the first working hour of the following work day. Under the Wire, LLC shall provide the City with a twenty-four (24) hour emergency contact phone number.

3.8 Non-Emergency Response. All other traffic signal calls from the City shall be considered Non-Emergency, and response shall be made within four (4) hours. Such response shall be available twenty-four (24) hours a day, including Saturdays, Sundays and holidays.

3.9 The only City personnel authorized to call for traffic signal service responses (emergency or non-emergency) shall include: Director of Public Works/Engineering, Project Manager and Public Works Operations Manager.

a. Under the Wire, LLC is aware that the Police Department personnel are **not authorized** to make direct calls to Under the Wire, LLC for any traffic signal maintenance work.

3.10 Under the Wire, LLC shall service, repair, replace parts, or place in temporary operating condition, any damaged or out of order equipment. Repairs may require removal of damaged equipment, erection and maintenance of signs, barricades, temporary signals, or lights as necessary for protection of the public and to guide or regulate traffic. Work may also include repair or replacement of damaged conduit or wiring extending beyond the post.

3.11 Except as provided in the Section entitled Extra Work, no additional compensation shall be paid for providing emergency maintenance or repairs.

3.12 Regular service shall be made available between the hours of 7:00 a.m. and 4:00 p.m., Monday thru Friday, excluding City recognized holidays. All work requested outside of these times shall be considered EMERGENCY after hour's service and shall be charged at the rate specified in the bid.

4. Extra Work

4.1 For each accident, the city reserves the right to make recovery for all damages from the damaging party or parties.

4.2 Under the Wire, LLC shall furnish an individual, itemized invoice upon completion of extra work.

5. Traffic Control

5.1 Under the Wire, LLC shall provide adequate traffic control for work area protection.

5.2 All personnel, signs, barricades, and any other traffic devices necessary shall be provided by Under the Wire, LLC.

5.3 The City shall make no separate payment for this work.

5.4 Traffic control includes but is not limited to the following:

a. Whenever possible, the work site on a two-lane street or highway shall be confined to one traffic lane leaving the opposite open to traffic.

b. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.

c. Work vehicles shall have their flashing lights operating, but not as a substitute for any traffic control devices, for work area protection.

d. Warning signs such as "Workers Ahead" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 30 inches by 30 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 24 inches above the pavement.

e. Cones used as daytime channeling devices shall be at least 28 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.

f. Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length shall be calculated using the latest MUTCD guidelines.

g. For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.

h. Should complete street closure be required for a minimum of 8 hours on any given day to complete contract work, Under the Wire, LLC shall notify the Project Manager to foster communication with the public and appropriate barricades (at least 3 Type III barricades at each intersection) and "Road Closed" and "Detour" arrow signs shall be used to direct traffic around the work area.

i. Flaggers shall be appropriately dressed (reflective vests, etc.) to alert motorists, and shall stand in a conspicuous position facing approaching traffic and shall use the proper traffic control sign when directing traffic.

6. <u>Inspection of Work</u>

6.1 All work shall be completed to the satisfaction of the City's Project Manager who will resolve any questions as to proper procedures or quality of workmanship.

7. Unsatisfactory Work

7.1 If at any time during the contract, the service performed or work done by Under the Wire, LLC is considered by the City to create a condition that threatens the health, safety or welfare of the community, Under the Wire, LLC shall, on being notified either by written or oral notice, immediately correct such deficient service or work.

7.2 In the event Under the Wire, LLC fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of Under the Wire, LLC.

8. Estimates:

8.1 Under the Wire, LLC shall provide written, "not to exceed" estimates on all projects except emergencies. This estimate shall include the estimated number of hours, hourly rate, number of types of employees required, estimated material cost and number of calendar days required to complete the work. Under the Wire, LLC shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days.

8.2 It shall be Under the Wire, LLC's responsibility to ensure they have all information to prepare accurate estimates.

8.3 Work shall only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization, actual work shall not exceed Under the Wire, LLC's estimate.

8.4 It is the City's intent to get the best quality work at a competitive price. If, in the city's opinion, an estimate seems unreasonable, the City will inform Under the Wire, LLC. If an agreement on a competitive price cannot be reached, the City will use another vendor to complete the work.

9. Prices:
Parts:

9.1 All parts, maintenance items, etc. not provided by the City must be invoiced separately. Please refer to the pricing page. Actual cost may be used plus a percentage markup.

9.2 All parts and materials supplied by Under the Wire, LLC and used on City equipment shall be preapproved by the Project Manager. No parts, accessories, or supplies shall be used which might void the manufactures warranty.

9.3 Any part removed is City property and shall be returned or disposed of as directed by the Public Works/Engineering Department unless new parts prices are predicated upon an exchange basis.

10. Labor:

10.1 Prices quoted shall include all labor costs, insurance, overhead, profit, mobilization, travel time, mileage and exclude taxes. Prices quoted must be firm for the term of the contract.

10.2 Labor (regular and overtime), pertaining to repairs must be invoiced separately.

10.3 Labor must have a minimum warranty of 90 days.

11. Invoicing:

11.1 The city agrees to pay Under the Wire, 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 Under the Wire, LLC and subject to approval by the Director of Public Works/Engineering or the Project Manager, that Under the Wire, LLC fully performed the work satisfactorily.

12. Subcontracting:

12.1 Under the Wire, LLC must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Under the Wire, LLC must submit a list of subcontractors to the Public Works/Engineering 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 prior approval of the City.

13. Evaluation: Bidders will be evaluated based on the following criteria:

13.1 Vendor qualification.
a. Location of principal office.
b. Normal business hours.

c. Guaranteed non-emergency response time to site.
d. Guaranteed emergency response time to site.
e. Guaranteed emergency response time weekends, holidays and after-hours.

13.2 Service
a. Program and troubleshoot 170 and 2070 controllers.
b. Program and troubleshoot NEMA controllers.

13.3 Technicians
a. Technicians are IMSA or equivalent certified

b. Alternate technician available in event technician is unavailable.

13.4. Cost

a. Equipment rate

b. Normal trip charge to Branson

c. Normal hourly rate

d. After hours, weekend and holiday rate

14. Contractor Guarantee. Under the Wire, LLC shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by Under the Wire, LLC and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of twelve (12) months after acceptance by the City. If material is provided by the City, Under the Wire, LLC shall determine that the material is in good condition and shall notify the Project Manager, of any defects before accepting material. Under the Wire, LLC shall repair, replace or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

15. Utility Conflicts. Under the Wire, LLC shall make every effort to locate all underground pipe lines and conduits by contacting owners of underground utilities, by prospecting, or otherwise, in advance of trench excavation or boring operations. Under the Wire, LLC will be solely responsible for any or all damages whether direct, indirect, or consequential to underground or above ground utilities and pipelines and the surroundings and shall indemnify and hold harmless the Owner and Engineer for any and all claims or judgments whenever made as a result of his actions.

16. Protection and Maintenance of Public and Private Property. Under the Wire, LLC shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work

performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

All replacement of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the Project Manager.

Under the Wire, LLC shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by him or his sub-contractors. Under the Wire, LLC shall make satisfactory and acceptable arrangements with the Owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

17. Citizen Claims. In the event that a citizen makes a claim against Under the Wire, LLC, then Under the Wire, LLC shall do the following:

    17.1 Investigate a claim when notified by a citizen or the City

    17.2 Within a reasonable period of time after completing the investigation, Under the Wire, LLC shall notify the person making the claim or a part thereof. The City shall receive a copy of the notification.

    17.3 Claim shall not be denied for frivolous reasons.

In the event the City determines after notification by a citizen that Under the Wire, LLC has failed to comply with the above provisions and after notifying Under the Wire, LLC and determining that Under the Wire, LLC has failed to comply with the above provisions, the City, may, in its discretion, withhold payment to Under the Wire, LLC until the provisions set forth above are complied with.

Exhibit B

PRICING PAGE

Under the Wire, LLC must provide pricing information as specified below to provide (1) Annual Traffic Signal maintenance and (2) Traffic Signal emergency repair services in accordance with the terms and conditions of the contract.

001. Labor for installation/maintenance during regular hours	$ 93.00 / hour
003. Labor for installation/maintenance (emergency, after hours)	$ 123.00 / hour
004. Parts (cost plus markup)	14 %
005. Bucket Truck Rate	$70.00 / hour
006. Installation of detection loops (per MoDOT Standards)	$ 6.10 / LF

BILL NO. 5817

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING A SECOND AMENDMENT TO THE CONTRACT WITH STONERIDGE CARPET, INC. D/B/A STONERIDGE FLOORING DESIGN PERTAINING TO CARPET REPLACEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **PUBLIC WORKS**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- Bids were received on October 2, 2019 for the removal and replacement of carpeting in the lobby of the 2nd floor and the 2nd and 3rd floor public landings.
- A contract accepting the bid of Stoneridge Flooring Design was executed on November 12, 2019 for a not to exceed amount of $21,012.46 with an ending date of December 31, 2019.
- A contract amendment for a time extension through June 1, 2020 was approved by council on December 11, 2019.
- Due to the COVID-19 event and budget constraints, the Public Works Department is requesting a contract amendment for a time extension through December 1, 2020 for the removal and installation of carpet in the common areas on the 1st and 2nd floors of city hall.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

__X_ **Recommended**
____ **Not Recommended**
____ **Neutral/None**

COMMUNITY PLAN 2030: Governance

ATTACHED EXHIBITS:

BILL NO. 5817 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE CONTRACT WITH STONERIDGE CARPET, INC. D/B/A STONERIDGE FLOORING DESIGN PERTAINING TO CARPET REPLACEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson accepted the bid proposal of Stoneridge Flooring Design to provide removal and replacement of carpeting in the lobby of the 2nd floor and the 2nd and 3rd floor public landings with a completion date of December 31, 2019; and

WHEREAS, an amendment to the contract was approved by city council on December 10, 2019 for a six month time extension through June 1, 2020 for installation of the carpet; and

WHEREAS, due to the COVID-19 event, a second amended contract is needed for an additional time extension through December 1, 2020.

WHEREAS, the Board of Aldermen desires to amend the contract for carpet replacement.

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

Section 1: The Board of Aldermen hereby approves the Second Amendment to Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design Contract pertaining to carpet replacement for a time extension through December 1, 2020 and authorizes the Mayor to execute the Amendment 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:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

Exhibit "A"

Sub-Contract Number:_____

SECOND AMENDMENT TO STONERIDGE CARPET, INC. D/B/A STONERIDGE FLOORING DESIGN SERVICES CONTRACT

Originally entered into between City of Branson and Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design on the 12th day of November, 2019, reference Master Contract Number C2019-0245. Amended on the 10th day of December, 2019, reference Sub-Contract Number C2019-0263.

This Amendment to the Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design Services Contract (ORIGINAL CONTRACT) is entered into and made effective this ____ day of _____, 20__, by and between the City of Branson (the "City") and Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design ("Service Provider"). All terms and conditions of the ORIGINAL CONTRACT shall have the same meaning, unless specifically defined herein.

WHEREAS, this Amendment is for an extension to the term of the contract.

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

1) This Second Amendment shall be added to the ORIGINAL CONTRACT attached hereto as Exhibit "1" and the AMENDMENT attached hereto as Exhibit "2".

2) This Second Amendment will extend the completion date of the term of the AMENDMENT from June 1, 2020 to a new completion date of **December 1, 2020**.

3) Except as otherwise provided for in this Second 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.

SERVICE PROVIDER

By: _____ 28 APR 20
(Signature) Date

Name: James Brison
(Printed Name)

Title: Contractor sales

Company Name: Stoneridge Flooring

Address: 562 Gretna RD.
Branson MO

Phone: 417-334-8687

E-Mail: James@Stoneridgecarpets.com

Tax ID: 43-1681000

CITY OF BRANSON, MISSOURI

_____ _____
E. Edd Akers Date
Mayor

ATTEST:

_____ _____
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

_____ #51831 4/27/20
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2019-0245

SERVICES CONTRACT

THIS CONTRACT made and entered into this 12th day of November, 2019, by and between the City of Branson, Missouri (the "City") and **Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design** ("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, 2019.**

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

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

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty One Thousand Twelve Dollars And Forty Six Cents ($21,012.46), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Contact Information:**

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

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

SERVICE PROVIDER:

By: _____ 28 OCT 19
(Signature) Date

Name: James Brison
(Printed Name)

Title: Contractor Sales

Company Name: Stoneridge Flooring

Address: 562 Gretna Rd
Branson MO

Phone: 417-334-8687

E-Mail: James@stoneridgecarpets.com

Tax ID: 43-1681000

CITY OF BRANSON, MISSOURI

_____ 11/14/19
E. Edd Akers Date
Mayor

ATTEST:
_____ 11/14/19
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:
_____ #51577 10/8/19
Chris Lebeck #51831 Date
City Attorney

CITY OF BRANSON INCORPORATED SEAL 1912 MISSOURI

Exhibit A

Stoneridge Flooring Design
Attn: Leo Dixon
562 Gretna Rd.
Branson, MO 65616

SCOPE OF WORK

1. Purpose: Stoneridge Flooring agrees to provide the materials and labor to replace existing carpet in the public use areas of City Hall. Materials and duties are shown in the following general requirements.

General Requirements:

2. Essential Duties and Responsibilities:

2.1 Stoneridge Flooring shall be responsible for take up and disposal of existing carpet to be replaced. All work shall be performed in a professional manner.

2.2 Stoneridge Flooring shall be responsible for measurements.

2.3 Stoneridge Flooring will be required to do any floor preparation as a result of the removal of the carpet.

2.4 Area for replacement consists of the second and third floor public areas.
Carpet Specification

1. Brand: Aladdin Commercial Interactive Tile or approved equal
2. Style Name/Number: Take Shape/2B117
3. Color: Affiliate – b2117-589
4. Construction: Tufted
5. Surface Appearance: Patterned Loop
6. Gauge: 1/12" (47.00 rows per 10 cm)
7. Density: 5,538
8. Dye Method: 100% Solution Dyed
9. Fiber Type: Colorstrand® SD Nylon
10. Stain Release Technology: Mohawk Protection Plus Stain
11. Soil Release Technology: Mohawk Protection Plus Soil
12. Primary Backing: Non Woven Synthetic
13. Secondary Backing: UltraSet®
14. Recycled Content: Contains 39 % pre-consumer recycled content by total product weight
15. Indoor Air Quality: Green Label Plus Certified #1098
16. NSF 140: Gold
17. Size: 24"X24" (.6096 m X .6096 m)
18. Installation Method: Quarter Turn/Vertical Ashlar/Brick Ashlar/Monolithic/Multi-directional

19. Flammability: ASTM E 648 Class 1 (Glue Down)
20. Smoke Density: ASTM E 662 Less than 450
21. Static Propensity: AATCC-134 Under 3.5 KV
22. Warranties:
    a. Lifetime Limited Wear Warranty
    b. Lifetime Static Protection Warranty
    c. Lifetime Limited Edge Ravel, Zippering, Delamination and Dimensional Stability Warranty
    d. Lifetime Limited Colorfastness to Light Warranty
    e. 10 Year Limited Stain Resistance Warranty
    f. 10 Year Limited Colorfastness to Atmospheric Contaminants

Carpet Tile Border Specification
1. Brand: Color Pop 24X24 Ecoflex Nxt or approved equal
2. Color: Moroccan Tile - sep0009675

2.5 Work at City Hall for this installation is after 4:30 p.m. (Monday–Friday). Weekends are acceptable with prior coordination and approval.

2.6 No equipment shall be left unattended. The City is not responsible in any way for Stoneridge Flooring's equipment.

2.7 Stoneridge Flooring and employees shall observe modern safety practices for these activities. The City is in no way responsible for Stoneridge Flooring or employee safety.

2.8 Stoneridge Flooring shall be liable for any incidents related to removal and installation of carpet.

2.9 Care shall be taken to be professional in appearance, work ethic and contact with the public.

2.10 Any difficulties shall be reported to the Building Maintenance Supervisor immediately.

2.11 Contracts will be administered by the Building Maintenance Supervisor. The Building Maintenance Supervisor has the right to reject any work or portion of work. Corrective action must immediately be taken.

2.12 Contracts can be revoked for poor workmanship, lack of keeping schedules or any other valid reason at any time.

2.13 Any debris shall be removed and disposed of properly at all times during this project.

3. Invoicing:

3.1 The city agrees to pay Stoneridge Flooring 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 Stoneridge Flooring and subject to approval by the requesting department that Stoneridge Flooring fully performed the work satisfactorily.

4. Subcontracting:

4.1 Stoneridge Flooring must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Stoneridge Flooring 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 prior approval of the City.

Exhibit B

PRICING PAGE

Stoneridge Flooring provided pricing information as specified below to provide materials and labor to remove existing city hall carpet on the second and third floor areas of city hall and install carpet tiles and carpet tile border in accordance with the terms and conditions of the contract.

	Quantity	Unit of Measure	Price per Sq. Ft.	Total
MATERIALS				
Carpet Tiles	3,600	Sq. Ft.	$ 2.35	$ 8,460.00
Adhesive Mohawk	6	Gallons	$ 156.16	$ 936.96
Carpet Tile Border	1,440	Sq. Ft.	$ 3.65	$ 5,256.00
			SUBTOTAL	$ 14,652.96

	Quantity	Unit of Measure	Price per Sq. Ft.	Total
LABOR				
Carpet Tile Installation	3,600	Sq. Ft.	$ 0.80	$ 2,880.00
Take Up Carpet & Dispose /Glue Down	4,750	Sq. Ft.	$ 0.29	$1,377.50
Take Up Adhesive	4,750	Sq. Ft.	$ 0.20	$ 950.00
Carpet Tile Border Install	1,440	Sq. Ft.	$ 0.80	$1,152.00
			SUBTOTAL	$ 6,359.50

TOTAL MATERIALS & LABOR $ 21,012.46

Exhibit "2"

Sub-Contract Number: C2019-0263

AMENDMENT TO STONERIDGE CARPET, INC. D/B/A STONERIDGE FLOORING DESIGN SERVICES CONTRACT

Originally entered into between City of Branson and Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design on the 12th day of November, 2019, reference Master Contract Number C2019-0245.

This Amendment to the Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design Services Contract (ORIGINAL CONTRACT) is entered into and made effective this 10th day of December 2019 by and between the City of Branson (the "City") and Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design ("Service Provider"). All terms and conditions of the ORIGINAL CONTRACT shall have the same meaning, unless specifically defined herein.

WHEREAS, this Amendment is for an extension to the term of the contract.

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) This Amendment will extend the completion date of the term of the ORIGINAL CONTRACT from December 31, 2019 to a new completion date of **June 1, 2020**.

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.

SERVICE PROVIDER

By: _____ 2-Dec 19
(Signature) Date

Name: James Brison
(Printed Name)

Title: Contractor Sales

Company Name: Stoneridge Flooring

Address: 562 Gretna RD.
Branson MO.

Phone: 417-334-8687

E-Mail: James@Stoneridgecarpets.com

Tax ID: 43-1681000

CITY OF BRANSON, MISSOURI

_____ 12/11/19
E. Edd Akers Date
Mayor

ATTEST:
_____ 12/11/19
Lisa K Westfall Date
City Clerk

CITY OF BRANSON INCORPORATED SEAL 1912 MISSOURI

APPROVED AS TO FORM:
_____ #51831 11/25/19
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2019-0245

SERVICES CONTRACT

THIS CONTRACT made and entered into this 12th day of November, 2019, by and between the City of Branson, Missouri (the "City") and **Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design** ("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, 2019.**

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

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

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty One Thousand Twelve Dollars And Forty Six Cents ($21,012.46), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Contact Information:**

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

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

SERVICE PROVIDER:

By: _____ 28 OCT 19
(Signature) Date

Name: James Brison
(Printed Name)

Title: Contractor Sales

Company Name: Stoneridge Flooring

Address: 562 Gretna Rd
Branson mo

Phone: 417-334-8687

E-Mail: James@stoneridgecarpets.com

Tax ID: 43-1681000

CITY OF BRANSON, MISSOURI

_____ 11/14/19
E. Edd Akers Date
Mayor

ATTEST:
_____ 11/14/19
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:
_____ #51831 10/8/19
Chris Lebeck #51831 Date
City Attorney

CITY OF BRANSON INCORPORATED SEAL 1912 MISSOURI

Exhibit A

Stoneridge Flooring Design
Attn: Leo Dixon
562 Gretna Rd.
Branson, MO 65616

SCOPE OF WORK

1. Purpose: Stoneridge Flooring agrees to provide the materials and labor to replace existing carpet in the public use areas of City Hall. Materials and duties are shown in the following general requirements.

General Requirements:

2. Essential Duties and Responsibilities:
   - 2.1 Stoneridge Flooring shall be responsible for take up and disposal of existing carpet to be replaced. All work shall be performed in a professional manner.
   - 2.2 Stoneridge Flooring shall be responsible for measurements.
   - 2.3 Stoneridge Flooring will be required to do any floor preparation as a result of the removal of the carpet.
   - 2.4 Area for replacement consists of the second and third floor public areas.

     Carpet Specification
     1. Brand: Aladdin Commercial Interactive Tile or approved equal
     2. Style Name/Number: Take Shape/2B117
     3. Color: Affiliate – b2117-589
     4. Construction: Tufted
     5. Surface Appearance: Patterned Loop
     6. Gauge: 1/12" (47.00 rows per 10 cm)
     7. Density: 5,538
     8. Dye Method: 100% Solution Dyed
     9. Fiber Type: Colorstrand® SD Nylon
     10. Stain Release Technology: Mohawk Protection Plus Stain
     11. Soil Release Technology: Mohawk Protection Plus Soil
     12. Primary Backing: Non Woven Synthetic
     13. Secondary Backing: UltraSet®
     14. Recycled Content: Contains 39 % pre-consumer recycled content by total product weight
     15. Indoor Air Quality: Green Label Plus Certified #1098
     16. NSF 140: Gold
     17. Size: 24"X24" (.6096 m X .6096 m)
     18. Installation Method: Quarter Turn/Vertical Ashlar/Brick Ashlar/Monolithic/Multi-directional

19. Flammability: ASTM E 648 Class 1 (Glue Down)
20. Smoke Density: ASTM E 662 Less than 450
21. Static Propensity: AATCC-134 Under 3.5 KV
22. Warranties:
    a. Lifetime Limited Wear Warranty
    b. Lifetime Static Protection Warranty
    c. Lifetime Limited Edge Ravel, Zippering, Delamination and Dimensional Stability Warranty
    d. Lifetime Limited Colorfastness to Light Warranty
    e. 10 Year Limited Stain Resistance Warranty
    f. 10 Year Limited Colorfastness to Atmospheric Contaminants

Carpet Tile Border Specification
1. Brand: Color Pop 24X24 Ecoflex Nxt or approved equal
2. Color: Moroccan Tile - sep0009675

2.5 Work at City Hall for this installation is after 4:30 p.m. (Monday–Friday). Weekends are acceptable with prior coordination and approval.

2.6 No equipment shall be left unattended. The City is not responsible in any way for Stoneridge Flooring's equipment.

2.7 Stoneridge Flooring and employees shall observe modern safety practices for these activities. The City is in no way responsible for Stoneridge Flooring or employee safety.

2.8 Stoneridge Flooring shall be liable for any incidents related to removal and installation of carpet.

2.9 Care shall be taken to be professional in appearance, work ethic and contact with the public.

2.10 Any difficulties shall be reported to the Building Maintenance Supervisor immediately.

2.11 Contracts will be administered by the Building Maintenance Supervisor. The Building Maintenance Supervisor has the right to reject any work or portion of work. Corrective action must immediately be taken.

2.12 Contracts can be revoked for poor workmanship, lack of keeping schedules or any other valid reason at any time.

2.13 Any debris shall be removed and disposed of properly at all times during this project.

3. Invoicing:

3.1 The city agrees to pay Stoneridge Flooring 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 Stoneridge Flooring and subject to approval by the requesting department that Stoneridge Flooring fully performed the work satisfactorily.

4. Subcontracting:

4.1 Stoneridge Flooring must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Stoneridge Flooring 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 prior approval of the City.

Exhibit B

PRICING PAGE

Stoneridge Flooring provided pricing information as specified below to provide materials and labor to remove existing city hall carpet on the second and third floor areas of city hall and install carpet tiles and carpet tile border in accordance with the terms and conditions of the contract.

	Quantity	Unit of Measure	Price per Sq. Ft.	Total
MATERIALS				
Carpet Tiles	3,600	Sq. Ft.	$ 2.35	$ 8,460.00
Adhesive Mohawk	6	Gallons	$ 156.16	$ 936.96
Carpet Tile Border	1,440	Sq. Ft.	$ 3.65	$ 5,256.00
			SUBTOTAL	$ 14,652.96

	Quantity	Unit of Measure	Price per Sq. Ft.	Total
LABOR				
Carpet Tile Installation	3,600	Sq. Ft.	$ 0.80	$ 2,880.00
Take Up Carpet & Dispose /Glue Down	4,750	Sq. Ft.	$ 0.29	$1,377.50
Take Up Adhesive	4,750	Sq. Ft.	$ 0.20	$ 950.00
Carpet Tile Border Install	1,440	Sq. Ft.	$ 0.80	$1,152.00
			SUBTOTAL	$ 6,359.50

TOTAL MATERIALS & LABOR $ 21,012.46

BILL NO. 5818

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING THE SALE OF REAL ESTATE TO RODRIGUEZ REAL ESTATE INVESTMENT LLC AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **LEGAL DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 12, 2020**

EXECUTIVE SUMMARY:

- The City of Branson was approached late last year by the owners of Botanas Mexican Restaurant about purchasing a piece of property they currently lease under a ground lease with the City.
- The property is shown in attached Exhibit 2 and consists of approximately 25,144 square feet.
- An independent appraisal was done of the property and it has been valued at $88,000.
- The owners wish to purchase the purchase the property as they wish to make capital improvements to their kitchen and the parking lot.
- Staff is requesting a double read on this item.

FINANCIAL IMPACT:

___ **No impact/Not applicable**

___ **Budgeted in the current year's budget**

_X_ **Other (see additional explanation)**

STAFF RECOMMENDATION:

____ **Recommended**

____ **Not Recommended**

_X_ **Neutral/None**

COMMUNITY PLAN 2030: LU-3: Infill & Redevelopment. Future growth will focus on infill development and revitalization before growing outward in order to maximize the use of existing infrastructure and efficiently utilize the land resources.

ED-3: Development Incentives. The City will offer and be receptive to a variety of development incentives that encourage desired growth but that do not put the City, or other community entities at financial risk.

ATTACHED EXHIBITS: Exhibit "1" – Map of Property

Exhibit "1" - Map of Property

BILL NO. 5818 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE SALE OF REAL ESTATE TO RODRIGUEZ REAL ESTATE INVESTMENT LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson owns property consisting of approximately 120 acres, known as the Old Branson Airport; and

WHEREAS, the City of Branson currently leases approximately 25,144 square feet of that property at the intersection of Highway 76 and Pat Nash Drive to Froylan Ramirez and Laura Rodriguez where they operate a successful restaurant; and

WHEREAS, said property currently serves as part of the parking lot and kitchen of their restaurant;

WHEREAS, the Lessee wishes to make capital improvements to their restaurant; and

WHEREAS, the Board of Aldermen wishes to see continued success on this property and further development in a manner that contributes to the overall economic activity and success of the area; and

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 Real Estate Sale between the City of Branson and Rodriguez Real Estate Investment Buyer, LLC and authorizes the Mayor to execute the contract in the form attached as Exhibit "1" and any supporting or additional agreements to complete the sale.

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:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

CONTRACT

REAL ESTATE SALE

1. THIS CONTRACT is made this 16 day of April 2020by and between the City of Branson, Seller, and Rodriguez Real Estate Investment LLC., Buyer.

2. WITNESSETH: Seller hereby sells to Buyer the following described real estate, together with all improvements thereon, Branson, Taney County, State of Missouri, to wit:

A tract of land situated in the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 23 North, Range 22 West in the City of Branson, Taney County, Missouri that is more particularly described as follows: Beginning at the Northwest Corner of the Southwest 1/4 of the Southwest 1/4 of said Section 35; thence South 88° 01' 00" East, 2,329 feet; thence South 01° 10' 00" West, a 617 feet to the New Point of Beginning; thence North 80° 00' 00" East, 115 feet; thence South 01° 10' 00" West, 90 feet; thence South 25° 00' 00" East, 60 feet; thence South 35° 00' 00" West, 40 feet; thence South 55° 00' 00" West, 45 feet; thence South 62° 20' 00" West, 100 feet; thence North 02° 53' 15" East, 229.7 feet to the New Point of Beginning containing 25,144 square feet more or less.

(All the foregoing is referred to herein collectively as the "Property.")

3. Subject, however, to zoning laws and to recorded restrictions, easements, which do not unreasonably interfere with Buyer's intended use of the Property.

4. The purchase price is EIGHTY EIGHT THOUSAND DOLLARS ($88,000.00) which Buyer agrees to pay as follows: ONE THOUSAND DOLLARS ($1000.00) at the signing of this Contract, the receipt whereof is hereby acknowledged by Seller and which is deposited with TANEY COUNTY TITLE AND ESCROW CO., as part of the consideration of the sale; the balance to be paid in the following manner: EIGHTY SEVEN THOUSAND DOLLARS ($87,000.00) cash on delivery of deed as herein provided.

5. The closing date shall be June 2nd, 2020, or such other date as Seller and Buyer shall agree. Possession of the Property shall be delivered to Buyer at closing.

6. Seller shall pay all taxes, general and special, and all assessments, which are a lien on said property and can be paid at the date of this contract, except that all general state, county, school and municipal taxes (exclusive of rebates, penalties or interest) payable during the calendar year in which the deed is delivered shall be pro-rated between Seller and Buyer on the basis of the said calendar year, as of the date of delivery of the deed. If the amount of any such tax to be pro-rated cannot then be ascertained, pro-ration shall be computed on the amount thereof for the preceding year.

7. Seller shall furnish to Buyer, at Seller's cost, an Owner's Title Insurance Policy in the amount of the purchase price issued by a title company authorized to insure titles in the State of Missouri, insuring a merchantable fee simple title in Buyer as of the date of the recording of the deed. Seller shall deliver to Buyer a commitment to issue said policy within fifteen (15) days of the date hereof. Within twenty (20) days after delivery of said commitment, Buyer shall deliver to Seller written specification of any objections to the title. Upon receipt of such objections, Seller shall have thirty (30) days from the date of delivery to have such objections

corrected. Seller hereby covenants and agrees to use best efforts to correct any objections to title. In the event that such objections are not rectified within said thirty (30) day period, Buyer shall have the right to (a) declare this Contract null and void and recover any money deposited pursuant to paragraph 4 hereof, or (b) waive such objections, and accept such title as Seller is able to convey.

8. If Seller has a merchantable fee simple title to said property, Seller shall deliver to Buyer at the office of said Tri-Lakes Title and Escrow, Branson, Missouri, a General Warranty Deed, properly executed and conveying said property free and clear of all liens and encumbrances whatsoever, except as herein provided; Buyer shall then and there pay the balance, of said cash payment.

9. Buyer shall have the right to conduct, at Buyer's cost, within thirty (30) days of the date hereof, a survey of the Property made by a licensed surveyor. If said survey shall reveal any encroachments, encumbrances, or other title defects of any nature, not otherwise disclosed herein, Buyer shall have the option, by written notice to Seller within (10) days of the receipt by Buyer of the survey to terminate this contract, and the deposit shall be returned to Buyer.

10. Buyer shall not be liable for any broker's fees arising out of this transaction.

11. If Seller has kept his part of this contract, and Buyer fails to comply with the contract on his part as herein provided, within five (5) days thereafter, then this contract may or may not be operative thereafter, at the option of Seller, and, in the event Seller shall declare the contract inoperative, the deposit paid pursuant to paragraph 4 hereof shall be paid to Seller as liquidated damages. Time is of the essence of this contract.

12. Buyer has executed and delivered a copy of this contract this 14 day of April 2020. Unless Seller shall date and execute this contract and return a fully executed copy to Buyer, on or before the 1st day of May 2020 Buyer's execution

hereof shall be null and void.

IN WITNESS WHEREOF, said parties hereunto subscribe their names.

Rodriguez Real Estate Investments LLC

By: _____

Marcelino Ramirez - Managing Member

City of Branson

By: _____

APPROVED AS TO FORM:

#51831 4/27/20

City Attorney

BILL NO. 5819

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING THE 2020-2021 PROPERTY/LIABILITY AND WORKERS' COMPENSATION INSURANCE COVERAGE AND PREMIUMS PAID TO CONNELL INSURANCE, INC. WITH PROPERTY/LIABILITY COVERAGE THROUGH TOKIO MARINE HCC (HCC), AND WORKERS' COMPENSATION COVERAGE THROUGH MISSOURI EMPLOYERS MUTUAL INSURANCE COMPANY (MEM) FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT RELATED THERETO.**

INITIATED BY: **HUMAN RESOURCES DEPARTMENT**

FIRST READING: **MAY 12, 2020** **FINAL READING:** **MAY 26, 2020**

EXECUTIVE SUMMARY:

- Tim Connell, of Connell Insurance, Inc., serving as the Municipal Insurance Broker for the City of Branson for the upcoming 2020-2021 insurance cycle, presented, by the City's request, the municipal insurance information through HCC for Property/Liability and MEM for Workers' Compensation.

- In 2019, HCC and MEMIC assured the City that it will have dedicated adjustors and agents, and will have a no-extra-cost nurse line with MEM that streamlines the workers' compensation claim process to ensure employees' claims are addressed quickly and with the least additional effort by the employee. The 2020-2021 reflect no rate increase to the City.

- The projected invoice totals are $884,566 for the City's Property/Liability/Workers' Compensation Insurance and $108,518 billed to and paid for by the Convention Center for its insurance coverage. This reflects a $50,846 increase over 2019-2020. The City's costs are budgeted expenses.

Coverage	2019-2020	2020-2021	Increase
Property - City	358,316	365,482	7,166
Property - Convention Center	106,390	108,518	2,128
Earthquake	7,675	7,905	230
Cyber	10,546	19,752	9,206
Worker's Compensation	458,811	490,927	32,116
Risk Mitigation	500	500	0
Total	942,238	993,084	50,846

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: W – Workplace Objective. W3.1

ATTACHED EXHIBITS:

ITEM/SUBJECT: **READING OF A BILL APPROVING THE 2020-2021 PROPERTY/LIABILITY AND WORKERS' COMPENSATION INSURANCE COVERAGE AND PREMIUMS PAID TO CONNELL INSURANCE, INC. WITH PROPERTY/LIABILITY COVERAGE THROUGH TOKIO MARINE HCC (HCC), AND WORKERS' COMPENSATION COVERAGE THROUGH MISSOURI EMPLOYERS MUTUAL INSURANCE COMPANY (MEM) FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT RELATED THERETO.**

DETAILED ANALYSIS:

- Most of the increase is from the workers' compensation coverage, where the experience modifier jumped from 1.18 to 1.26 in the past year. However, Tim Connell negotiated with MEM to where the City did not experience the full impact of the jump in the modifier which saved the City thousands of dollars.

- As an important note: HCC pledges the insurance rates for property/liability will remain the same for three years; however premiums were adjusted based on the addition and subtraction of property and leased vehicles.

BILL NO. 5819 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE 2020-2021 PROPERTY/LIABILITY AND WORKERS' COMPENSATION INSURANCE COVERAGE AND PREMIUMS PAID TO CONNELL INSURANCE, INC. WITH PROPERTY/LIABILITY COVERAGE THROUGH TOKIO MARINE HCC (HCC), AND WORKERS' COMPENSATION COVERAGE THROUGH MISSOURI EMPLOYERS MUTUAL INSURANCE COMPANY (MEM) FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT RELATED THERETO.

WHEREAS, the City of Branson approved Connell Insurance, Inc. pertaining to brokerage services for property, liability and workers' compensation insurance for the City of Branson; and

WHEREAS, Connell Insurance, Inc. recommends Tokio Marine HCC for property and liability insurance coverage, and it recommends Missouri Employers Mutual Insurance Company for Worker's Compensation insurance coverage; and

WHEREAS, the Board of Aldermen desires to approve the 2020-2021 insurance premium for insurance coverage and protection by Tokio Marine HCC and Missouri Employers Mutual Insurance Company.

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 2020-2021 property, liability and workers' compensation insurance coverage and premiums paid to Connell Insurance, Inc. for coverages through Tokio Marine HCC and Missouri Employers Mutual Insurance Company for the City of Branson, hereto as Exhibit "A" and authorizes the Mayor to execute the documents related thereto.

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:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

Connell Insurance, Inc.
Agents of Change.

4/15/2020

City of Branson
ATTN: Jan Fischer, Human Resources Director
110 W Maddux
Branson, MO 65616

Re: Engagement for Commercial Insurance with Connell Insurance, Inc.
(Property, Liability, Auto, and Workers Compensation)
7/1/2020 – 7/1/2021 Insurance Renewal

To Whom This May Concern,

Please see this as an authorization to engage coverage of insurance policies placed through Connell Insurance, Inc. on behalf of the City of Branson, for property, liability, auto, and workers' compensation coverages.

Renewal with the incumbent carriers, HCC for the package and MEM for workers' compensation, will be processed upon approval of the estimated renewal premiums. The following pages outline the coverage limits and deductibles for the various lines of business.

As with last year's policy, the Convention Center's property coverage premium is bundled with the City's coverages as a courtesy, and the Convention Center is expected to submit payment separately. HCC will once again bundle the property coverage in the City's package policy with the premium broken out for billing purposes.

In light of the current COVID-19 crisis and the financial burden associated with it, we have approached the carriers for payments options. Both HCC and MEM are offering quarterly or semi-annual payments in lieu of full pay.

Respectfully,

Tim Connell
President/Connell Insurance, Inc.

Your Service Team

Tim Connell

Commercial Insurance Consultant
tconnell@connell.com
417.973.0811

Anita Ford

Sr. Commercial Account Manager
aford@connell.com
417.973.0829

Kathy Grady

Commercial Account Manager
kgrady@connell.com
417.973.0833

Becky Cummings

Claims
bcummings@connell.com
417.973.0820

Sarah Eiffert | PHR, SHRM-CP

Work Comp Claims
seiffert@connell.com
417.973.0877

Heather Lynch | MHRM, PHR, SHRM-CP

Human Resources Consultant
hlynch@connell.com
417.973.0809

Tim Lee | CEBS, SPHR

Benefits Compliance Advisor
tlee@connell.com
417.973.0847

www.connell.com

Mailing Address
PO Box 1840
Branson, MO 65615

Branson Office
511 Bee Creek Rd.
Branson, MO 65616

Springfield Office
909 E Republic Rd.
Suite C200
Springfield, MO 65807

Joplin Office
4830 E. 32nd St.
Suite 5
Joplin, MO 64804

Ph: (417) 334-2000
Fax: (414) 334-4906
After Hours Claims
1-888-686-8573

Toll Free:
1-800-356-8140

Connell Insurance, Inc.
Agents of Change.

Coverages

Line of Coverage	Page #
General Liability	4
Law Enforcement Liability	5
Public Officials Liability	6
Employment Related Practices Liability	7
Excess Liability	8
Crime	9
Cyber	10
Property	11
Inland Marine	16
Automobile	23
Workers' Compensation	24
Risk Mitigation Services	25

General Liability

Occurrence

Coverages:		Limits
General Aggregate	$	3,000,000
Each Occurrence	$	1,000,000
Products & Completed Operations	$	3,000,000
Personal & Advertising Injury	$	1,000,000
Damage to Premises Rented to You – Any One Location	$	1,000,000
Medical Expense – Any One Person	$	10,000
Employee Benefits: Claims Made | Retroactive Date: 7/1/2017 – Aggregate {Deductible $ 1,000}	$	3,000,000
Employee Benefits: Claims Made | Retroactive Date: 7/1/2017 – Each Employee Limit {Deductible $ 1,000}	$	1,000,000
Abuse or Molestation – Aggregate	$	1,000,000
Abuse or Molestation – Each Offense Limit	$	1,000,000
Failure to Supply		Included
Sewage Back-Up		Included

Endorsement Extensions:

Emergency Response Operations with Mutual Aid Property Damage

Liquor Liability – Coverage limited to Host Liquor

Exclusions include, but are not limited to:

Audit:

Subject to Audit — Annually

Law Enforcement Liability

Occurrence

Coverages:		Limits
Each Wrongful Act	$	1,000,000
Aggregate	$	1,000,000
Deductible	$	10,000

Endorsement Extensions:

None

Exclusions include, but are not limited to:

Public Officials Liability

Claims Made

Coverages:		Limits
Aggregate	$	1,000,000
Each Wrongful Act	$	1,000,000
Deductible	$	10,000
Retroactive Date: 7/1/2012		

Endorsement Extensions:		
Private Property Use Restriction Sublimit	$	1,000,000

Exclusions include, but are not limited to:

Employment Related Practices Liability

Claims Made

Coverages:		Limits
Aggregate	$	1,000,000
Each Wrongful Employment Practice Offense	$	1,000,000
Deductible	$	10,000
Retroactive Date: 7/1/2012		

Endorsement Extensions:

None

Exclusions include, but are not limited to:

Excess Liability

Occurrence

Coverages:		Limits
General Aggregate	$	10,000,000
Each Occurrence	$	10,000,000
Retained Limit		None

Underlying Coverages:

- General Liability
- Employee Benefits Liability
- Auto Liability
- Law Enforcement Liability
- Public Official Liability
- Employment Related Practices Liability

Endorsement Extensions:

Exclusions include, but are not limited to:

Crime		Occurrence
Coverages:		**Limits**
Employee Theft	$	100,000
Forgery or Alteration	$	100,000
Theft, Disappearance and Destruction – Inside the Premises	$	25,000
Theft, Disappearance and Destruction – Outside the Premises	$	25,000
Deductible	$	1,000

Endorsement Extensions:

None

Exclusions include, but are not limited to:

Cyber

Claims Made

Coverages:		Limits
Aggregate	$	10,000,000
Privacy Liability {including Employee Privacy}	$	10,000,000
Privacy Regulatory Claims Coverage	$	10,000,000
Security Breach Response Coverage	$	10,000,000
Security Liability	$	10,000,000
Multimedia Liability	$	10,000,000
Cyber Extortion	$	10,000,000
Business Income and Digital Asset Restoration (12 Hour waiting period)	$	10,000,000
PCI DSS Assessment	$	10,000,000
Electronic Fraud – Telephone Hacking	$	100,000
Electronic Fraud – Funds Transfer Fraud	$	100,000
Deductible	$	10,000
Retroactive Date: Full Prior Acts		

Endorsement Extensions:

Exclusions include, but are not limited to:

Property Schedule

See Property Schedule – *Next 4 pages*

Building & Contents:	Blanket Basis
Coinsurance:	N/A
Valuation:	Replacement Cost Actual Cash Value | Loc 2, Bldg 1; Loc 7, Bldg 1
Perils Insured:	Special Causes of Loss
Deductible:	$ 5,000 $ 10,000 | Loc 8, Bldg 1 & 2 $ 25,000 | Loc 2, Bldg 1; Loc 7, Bldg 1 $ 100,000 | Wind/Hail at Branson Convention Center and Parking Garage
Business Income with Extra Expense:	$ 1,000,000 | Including Rental Value & Ordinary Payroll Earthquake | 72 Hour Waiting Period Flood | 72 Hour Waiting Period
Personal Property In Transit:	$ 25,000
Personal Property at Undescribed Premises:	$ 100,000 | At Exhibition or Any Other Not Owned, Leased, or Regularly Operated Premises
Newly Constructed or Acquired Property:	$ 1,000,000 | Buildings $ 250,000 | Personal Property at Each Premises
Unnamed Locations:	$ 250,000
Ordinance or Law:	$ 250,000 | Undamaged portion or demolition 20% of reported values | Increased cost of construction
Communication Towers:	$ 100,000
Golf Course Greens:	$ 100,000
Ground Maintenance Equipment:	$ 100,000
Debris Removal:	$ 10,000
Paved Surfaces:	$ 100,000
Underground Pipes, Flues or Drains:	$ 1,000,000
Water Back Up – Sewer or Drain:	$ 25,000
Equipment Breakdown:	Included
Foundations of Machinery:	$ 500,000
Utility Services – Direct Damage:	$ 25,000
Earthquake:	$10,000,000 | $ 50,000 Deductible
Flood:	$ 5,000,000 | $ 50,000 Deductible

Endorsement Extensions:

Exclusions include, but are not limited to:

Property Schedule – *City of Branson*

Loc #	Bldg #	Building Name	Address	Description	Building Value	Contents Value
1	1	City Hall	110 W Maddux St		$ 18,638,460	$ 2,538,000
2	1	Residential	204 W Maddux	Residential Home (on 4 lots)	$ 164,220	$
3	1	Fire Station #1	103 W Highway 76		$ 1,262,760	$ 276,000
4	1	Fire Station #2	251 Branson Meadow Drive		$ 1,334,160	$ 175,000
5	1	Fire Station #3	3500 Keeter St		$ 1,334,160	$ 175,000
5	2	Fire Station #3	3500 Keeter St	Fuel Tank 560 gal diesel & 560 gal unl - Above Ground	$ 38,760	$
6	1	Office Building	112 College St	Main Street Assoc	$ 171,360	$ 26,000
7	1	School	South 6th Street	Old Branson High School	$ 535,500	$
8	1	Convention Center	200 Sycamore St	Branson Convention Center	$ 53,018,945	$ 5,680,000
8	2	Convention Center	200 Sycamore St	Branson Convention Center – Parking Garage	$ 7,258,320	$
9	1	Cell Tower Building	Bar Harbor	Police	$ 2,232	$ 48,241
10	1	Cell Tower Building	E Hwy 76 (White River Elec)	Police	$ 2,232	$ 25,713
11	1	Restroom	Atlantic & Commercial	Awberry	$ 76,500	$ 1,000
12	1	Alexander Park	901 Hawthome Street	Pavilion, Fields, Playground	$ 20,400	$
12	1	Alexander Park	901 Hawthome Street	Lights, Fence, Tennis Court	$ 81,600	$
13	1	Branson North	101 Woodridge Drive	Playground	$ 20,869	$
14	1	Cantwell Park	Sunshine & Mockingbird	BB Court, Fence, Lights, Playground	$ 20,400	$
15	1	Eiserman Park	201 Compton Drive	Community Building	$ 937,380	$ 92,000
15	2	Eiserman Park	201 Compton Drive	Golf Storage Building	$ 24,988	$ 45,407
15	3	Eiserman Park	201 Compton Drive	Shelter House	$ 23,106	$ 1,135
15	4	Eiserman Park	201 Compton Drive	Playground Equipment	$ 20,400	$
16	1	Liberty Plaza	114 W Pacific St	Restroom	$ 715,894	$
16	2	Liberty Plaza	114 W Pacific St	Fountain	$ 466,366	$
16	3	Liberty Plaza	114 W Pacific St	Stage	$ 73,540	$
16	4	Liberty Plaza	114 W Pacific St	Trolley Stop	$ 42,790	$
17	1	Murphy Park	499 Neihardt Drive	Pavilion	$ 15,150	$ 1,476
17	2	Murphy Park	499 Neihardt Drive	Shelter House	$ 16,210	$ 6,811
17	3	Murphy Park	499 Neihardt Drive	Playground Equipment	$ 17,313	$
17	4	Murphy Park	499 Neihardt Drive	Playground Equipment	$ 48,797	$
18	1	Parnell Park	257 Mayden Lane	Tennis Courts, Lights, Fence, Playground Equipment	$ 69,234	$
19	1	John Nygard	500 S Fifth Street	Playground Equipment	$ 51,000	$
20	1	Stockstill Park	625 Stockstill Lane	Skate Park & Fencing	$ 37,615	$
20	2	Stockstill Park	625 Stockstill Lane	Tennis Office Building/Pro Shop	$ 41,820	$ 4,000
20	3	Stockstill Park	625 Stockstill Lane	Restroom/Concessions Bldg	$ 148,920	$ 3,000
20	4	Stockstill Park	625 Stockstill Lane	2 Softball Fields, Fencing, Lights	$ 119,259	$
20	5	Stockstill Park	625 Stockstill Lane	Pavilion at Soccer Field	$ 15,150	$ 1,476
20	6	Stockstill Park	625 Stockstill Lane	Pavilion at Tennis Courts	$ 27,540	$
20	7	Stockstill Park	625 Stockstill Lane	Dog Park Polygon Pavilion	$ 8,916	$
20	8	Stockstill Park	625 Stockstill Lane	Dog Park Beagle walk thru feature	$ 4,590	$
20	9	Stockstill Park	625 Stockstill Lane	Stockstill Park - Dog park lights, fencing, entrysystem	$ 103,753	$
20	10	Stockstill Park	625 Stockstill Lane	Stockstill Park - 2 playgrounds	$ 178,500	$
20	11	Stockstill Park	625 Stockstill Lane	Stockstill Park - 6 tennis courts, lights, fence	$ 285,720	$
20	12	Stockstill Park	625 Stockstill Lane	2 Shelter Houses	$ 46,210	$ 2,498
20	13	Stockstill Park	625 Stockstill Lane	3 Maintenance Buildings @ 120 sq ft ea.	$ 10,200	$ 10,000
20	14	Stockstill Park	625 Stockstill Lane	Maintenance Storage Bldg	$ 30,600	$ 20,000
20	15	Stockstill Park	625 Stockstill Lane	Mechanics Garage/Maintenance Facility	$ 503,880	$ 159,000
20	16	Stockstill Park	625 Stockstill Lane	Vehicle Storage Pole Barn	$ 237,660	$
21	1	Old School	1515 W Hwy 76	School House	$ 133,620	$ 2,000
21	2	Old School	1515 W Hwy 76	Pavilion	$ 15,300	$
22	1	RecPlex	1500 Branson Hills Parkway	Recreation Center	$ 8,313,000	$ 338,000
22	2	RecPlex	1500 Branson Hills Parkway	Aquatic Center	$ 1,163,820	$
22	3	RecPlex	1500 Branson Hills Parkway	Greenhouse	$ 30,600	$
22	4	RecPlex	1500 Branson Hills Parkway	Maintenance Bldg	$ 694,620	$ 132,000
22	5	RecPlex	1500 Branson Hills Parkway	Pavilion A	$ 74,460	$
22	6	RecPlex	1500 Branson Hills Parkway	Pavilion B	$ 93,840	$
22	7	RecPlex	1500 Branson Hills Parkway	Pavilion C	$ 74,460	$
22	8	RecPlex	1500 Branson Hills Parkway	Pavilion D	$ 105,060	$

Loc #	Bldg #	Building Name	Address	Description	Building Value	Contents Value
22	9	RecPlex	1500 Branson Hills Parkway	Playground	$ 135,498	$
22	10	RecPlex	1500 Branson Hills Parkway	Restroom/Concessions - Ballfields	$ 301,920	$ 6,000
22	11	RecPlex	1500 Branson Hills Parkway	Restroom/Concessions - Soccer Fields	$ 253,980	$ 5,000
22	12	RecPlex	1500 Branson Hills Parkway	Aqua Climb Classic (climbing wall)	$ 11,592	$
22	13	RecPlex	1500 Branson Hills Parkway	Soccer Fields (2), Baseball Fields (4)	$ 416,371	$
22	14	RecPlex	1500 Branson Hills Parkway	RecPlex - Marquee sign, message board	$ 29,901	$
22	15	RecPlex	1500 Branson Hills Parkway	Inclusive Playground	$ 246,557	
23	1	Campground	Box Car Willie Drive	New Office Bldg	$ 44,880	$ 4,000
23	2	Campground	Box Car Willie Drive	Old Office Building	$ 69,360	$ 11,000
23	3	Campground	Box Car Willie Drive	Restroom Building	$ 162,180	$ 4,000
23	4	Campground	Box Car Willie Drive	Shelter Bldg #1	$ 60,180	$
23	5	Campground	Box Car Willie Drive	Shelter Bldg #2	$ 41,820	$
23	6	Campground	Box Car Willie Drive	Scenic Railway Fencing	$ 42,840	$
24	1	Lakeside Forest	412 Owen Lane	Restroom	$ 102,000	$ 2,000
24	2	Lakeside Forest	412 Owen Lane	Playground	$ 51,164	$
24	3	Lakeside Forest	412 Owen Lane	Pavilion	$ 22,052	$
24	4	Lakeside Forest	412 Owen Lane	Swinging Porch	$ 21,420	$
25	1	Table Rock Village	634 Skyview Drive	House	$ 66,300	$ 30,000
26	1	Cliff	521 Cliff Drive	Operations Building	$ 534,480	$ 14,000
26	2	Cliff	521 Cliff Drive	New Chemical Building	$ 155,040	$ 9,000
26	3	Cliff	521 Cliff Drive	Old Chemical Feed Bldg	$ 166,260	$ 5,000
26	4	Cliff	521 Cliff Drive	Old Chemical Storage Bldg	$ 9,180	$ 3,000
26	5	Cliff	521 Cliff Drive	Clearwell #1	$ 65,280	$
26	6	Cliff	521 Cliff Drive	Clearwell #2	$ 131,580	$
26	7	Cliff	521 Cliff Drive	Splitter Box	$ 20,400	$
27	1	Cliff	1103 Canal Street	Intake Building	$ 125,460	$ 150,000
28	1	Cliff	1025 South Drive	Branson North Booster Station	$ 76,500	$ 25,000
29	1	Compton	601 Compton Drive	Administration Building	$ 848,640	$ 109,000
29	2	Compton	601 Compton Drive	Chlorine Contact Basin	$ 225,420	$
29	3	Compton	601 Compton Drive	Clarifiers #1 & #2	$ 1,180,140	$
29	4	Compton	601 Compton Drive	Clarifier #3	$ 538,560	$
29	5	Compton	601 Compton Drive	Clarifier #4	$ 371,280	$
29	6	Compton	601 Compton Drive	Clarifier Splitter Box	$ 51,000	$
29	7	Compton	601 Compton Drive	Effluent Pump Station	$ 109,140	$
29	8	Compton	601 Compton Drive	Equipment Building	$ 506,940	$
29	9	Compton	601 Compton Drive	Grit Removal Building	$ 153,000	$
29	10	Compton	601 Compton Drive	Headworks Building	$ 395,760	$
29	11	Compton	601 Compton Drive	Headworks Control Building	$ 36,720	$
29	12	Compton	601 Compton Drive	Influent Splitter Box	$ 29,580	$
29	13	Compton	601 Compton Drive	Oxidation Basin #1 & #2	$ 2,579,580	$
29	14	Compton	601 Compton Drive	Oxidation Basin #3	$ 1,290,300	$
29	15	Compton	601 Compton Drive	Oxidation Basin #4	$ 2,364,360	$
29	16	Compton	601 Compton Drive	Plant Lift Station	$ 41,820	$
29	17	Compton	601 Compton Drive	Polishing Filter Building	$ 491,640	$
29	18	Compton	601 Compton Drive	Screen Building	$ 343,740	$
29	19	Compton	601 Compton Drive	Selector Basin	$ 119,340	$
29	20	Compton	601 Compton Drive	Septage Receiving Station	$ 17,340	$
29	21	Compton	601 Compton Drive	Sludge Holding Basin #1	$ 1,699,320	$
29	22	Compton	601 Compton Drive	Sludge Holding Basin #2	$ 955,740	$
29	23	Compton	601 Compton Drive	Blower / Diffuser Building	$	$ 78,000
29	24	Compton	601 Compton Drive	Sludge Loading Building	$ 194,820	$ 17,000
29	25	Compton	601 Compton Drive	Sludge Thickening Building	$ 986,340	$
29	26	Compton	601 Compton Drive	Storm Water Pump Station	$ 43,860	$
29	27	Compton	601 Compton Drive	Waste Basin #1	$ 444,720	$
29	28	Compton	601 Compton Drive	Waste Basin #2	$ 365,160	$
29	29	Compton	601 Compton Drive	Wastewater Intake/Archives Bldg	$ 3,570,000	$
29	30	Compton	601 Compton Drive	10,000 gal Gas Tanks, Pumps, Controls - Above Ground	$ 58,140	$

Loc #	Bldg #	Building Name	Address	Description	Building Value	Contents Value
29	31	Compton	601 Compton Drive	Public Works Garage	$ 399,840	$ 128,000
29	32	Compton	601 Compton Drive	Pole Barn/Storage Building	$ 54,060	$ 11,000
29	33	Compton	601 Compton Drive	Recycling Center - 2 Pole Barns, Loading Dock	$ 140,760	$ 15,000
29	34	Compton	601 Compton Drive	Salt Barn	$ 31,620	$
29	35	Compton	601 Compton Drive	Salt Spreaders Covered Shed	$ 25,500	$
29	36	Compton	601 Compton Drive	Street Maintenance Shed	$ 52,020	$
30	1	Cooper Creek	2855 Fall Creek Rd	560 Gal Fuel Storage Tank - Above Ground	$ 15,300	$
30	2	Cooper Creek	2855 Fall Creek Rd	Clarifier #1	$ 532,440	$
30	3	Cooper Creek	2855 Fall Creek Rd	Clarifier #2	$ 532,440	$
30	4	Cooper Creek	2855 Fall Creek Rd	Clarifier Splitter Box	$ 16,320	$
30	5	Cooper Creek	2855 Fall Creek Rd	Oxidation Basin #1	$ 1,639,140	$
30	6	Cooper Creek	2855 Fall Creek Rd	Oxidation Basin #2	$ 1,639,140	$
30	7	Cooper Creek	2855 Fall Creek Rd	Oxidation Splitter Box	$ 56,100	$
30	8	Cooper Creek	2855 Fall Creek Rd	Plant Sewer Pump Station	$ 39,780	$
30	9	Cooper Creek	2855 Fall Creek Rd	Polishing Filter Basin	$ 70,380	$ 1,000
30	10	Cooper Creek	2855 Fall Creek Rd	Selector Basin	$ 411,060	$
30	11	Cooper Creek	2855 Fall Creek Rd	Sludge Holding Basin #1	$ 468,180	$
30	12	Cooper Creek	2855 Fall Creek Rd	Sludge Holding Basin #2	$ 390,660	$ 59,000
30	13	Cooper Creek	2855 Fall Creek Rd	Sludge Thickening Building	$ 935,340	$
30	14	Cooper Creek	2855 Fall Creek Rd	UV Disinfection Building	$ 256,020	$
30	15	Cooper Creek	2855 Fall Creek Rd	Waste Sludge Holding Basin	$ 260,100	$
30	16	Cooper Creek	2855 Fall Creek Rd	Control Building	$ 3,603,660	$ 157,000
30	17	Cooper Creek	2855 Fall Creek Rd	Headworks Building	$ 937,380	$
30	18	Cooper Creek	2855 Fall Creek Rd	Influent Pump Station	$ 940,440	$
30	19	Cooper Creek	2855 Fall Creek Rd	Return Sludge Pump Station	$ 460,020	$
30	20	Cooper Creek	2855 Fall Creek Rd	Sludge Loading Station	$ 352,920	$
30	21	Cooper Creek	2855 Fall Creek Rd	Evidence/ Bldg/ Sign Shop	$ 104,040	$ 20,000
30	22	Cooper Creek	2855 Fall Creek Rd	Maintenance Building/Chicken Coop	$ 227,460	$ 37,000
30	23	Cooper Creek	2855 Fall Creek Rd	Operations Building	$ 862,920	$
30	24	Cooper Creek	2855 Fall Creek Rd	Operations Building	$ 30,600	$
30	25	Cooper Creek	2855 Fall Creek Rd	Electrician's Building	$ 51,000	$
30	26	Cooper Creek	2855 Fall Creek Rd	Crane Pole Barn	$ 51,000	$
31	1	Meadows	3718 Fall Creek Rd	Operations Building	$ 3,228,300	$ 398,000
31	2	Meadows	3718 Fall Creek Rd	Outtake Chamber #1	$ 7,140	$
31	3	Meadows	3718 Fall Creek Rd	Outtake Chamber #2	$ 7,140	$
31	4	Meadows	3718 Fall Creek Rd	Clearwell	$ 1,346,400	$
31	5	Meadows	3718 Fall Creek Rd	Chemical Feed Bldg	$ 1,142,400	$ 61,000
31	6	Meadows	3718 Fall Creek Rd	Flocculation Basin #1	$ 165,240	$
31	7	Meadows	3718 Fall Creek Rd	Flocculation Basin #2	$ 245,820	$
32	1	Meadows	468 River Way	Raw Water Pump Station	$ 853,740	$ 228,000
33	1	Lift Station #1A	33 Golf Shores Drive		$ 40,800	$
34	1	Lift Station #2	411 Cooper Creek Road		$ 306,000	$
35	1	Lift Station #3	297 Sycamore Drive - Bee Creek		$ 328,440	$
35	2	Lift Station #3	297 Sycamore Drive - Bee Creek	Control Building	$ 51,000	$
36	1	Lift Station #4	401 Stillwood Drive		$ 204,000	$
37	1	Lift Station #5	1 Sunset Road		$ 637,500	$
38	1	Lift Station #6	190 Church Road - Bee Creek		$ 306,000	$
39	1	Lift Station #7	445 Rosewood Drive- Bee Creek		$ 306,000	$
40	1	Lift Station #8	301 Yellow Jacket Dr		$ 54,060	$
41	1	Lift Station #9	261 259 State Highway 248		$ 122,400	$
42	1	Lift Station #10	398 Bird Road		$ 132,600	$
43	1	Lift Station #11	411 Hunter Ave - Bee Creek		$ 306,000	$
44	1	Lift Station #12	170 Warehouse Drive - Bee Creek		$ 306,000	$
45	1	Lift Station #13	3211 Shepherd of the Hills Expwy		$ 33,660	$
46	1	Lift Station #14	3110 Little Pete's Road		$ 255,000	$
47	1	Lift Station #15	3707 W State Highway 76		$ 255,000	$
48	1	Lift Station #17	271 Remington Drive		$ 378,420	$

Loc #	Bldg #	Building Name	Address	Description	Building Value	Contents Value
49	1	Lift Station #18	2751 State Highway 165		$ 306,000	$
50	1	Lift Station #19	330 Expressway Lane		$ 306,000	$
51	1	Lift Station #20	487 Hatchery Road		$ 306,000	$
52	1	Lift Station #21	240 Illinois Street		$ 472,260	$
53	1	Lift Station #22	322 Branson Landing Blvd		$ 357,000	$
54	1	Lift Station #24	201 Birchwood Circle		$ 97,920	$
55	1	Lift Station #25	2202 State Highway 165		$ 459,000	$
56	1	Lift Station #29	434 State Highway 248		$ 69,360	$
57	1	Lift Station #30	301 James F Epps Road	Control Building	$ 159,120	$
57	2	Lift Station #30	302 James F Epps Road	Bypass Station	$ 42,840	$
57	3	Lift Station #30	301 James F Epps Road	Overflow Reservoir	$ 481,440	$
57	4	Lift Station #30	303 James F Epps Road	Rain Water Station	$ 42,840	$
58	1	Lift Station #31	415 Fall Creek Drive	Overflow basin only	$ 153,000	$
59	1	Lift Station #31B	146 Creekside		$ 102,000	4
60	1	Lift Station #32	1102 Branson Hills Parkway		$ 64,260	$
61	1	Lift Station #33	108 Cottonwood Trail		$ 61,200	$
62	1	Lift Station #34	192 Austin Ave		$ 172,380	$
63	1	Lift Station #35	302 Woodland Drive South		$ 31,620	$
64	1	Lift Station #36	1248 Pointe Royale Drive		$ 138,720	$
65	1	Lift Station #38	156 Eden Way		$ 74,460	$
66	1	Lift Station #39	3401 Riverstone Drive		$ 41,820	$
67	1	Lift Station #40	318 Country Bluff Drive		$ 49,980	$
68	1	Lift Station #41	398 Dandy Way - Taneycomo Acres		$ 56,100	$
69	1	Lift Station #42	210 River Bend Rd- Taneycomo Acres		$ 31,620	$
70	1	Lift Station #44	831 N State Highway 265		$ 306,000	$
71	1	Lift Station #45	321 Majestic Drive		$ 306,000	$
72	1	Lift Station #46	302 Majestic Drive		$ 153,000	$
73	1	Water Tower	616 W Pacific Street	Water Tower - No Well - Pacific Offices	$ 3,607,740	$ 239,000
73	2	Decorative Lighting	616 W Pacific Street	Pacific Street Tower - 3 logos	$ 16,830	$
74	1	Water Tower	2050 W Hwy 76/2028 W Hwy 76	Water Tower - No Well - Walmart	$ 1,860,480	$
74	2	Decorative Lighting	2050 W Hwy 76/2028 W Hwy 76	Walmart Tower - 2 logos	$ 11,220	$
75	1	Water Tower	101 Bar Harbor Ave/ 216 Bar Harbor St	Water Tower - No Well - High Tower	$ 807,840	$
76	1	Water Tower	101 Crosby St/1105 W Hwy 76	Water Tower - Crosby	$ 569,160	$
76	2	Well 3	101 Crosby St/1105 W Hwy 76	Pump House - Crosby	$ 52,020	$
76	3	Well 3	101 Crosby St/1105 W Hwy 76	Chlorine Building - Crosby	$ 3,060	$ 1,000
77	1	Well 5	201 Buccaneer Blvd/ 263 Buccaneer	Water Tower - Junior High	$ 669,120	$
77	2	Well 5	201 Buccaneer Blvd/ 263 Buccaneer	Well House	$ 75,480	$
77	3	Decorative Lighting	201 Buccaneer Blvd/ 263 Buccaneer	Jr. High Tower - 1 logo	$ 5,610	$
78	1	Well 7	3132 Francis St/2961 W Hwy 76	No Tower - Well House	$ 73,440	$
78	2	Well 7	3132 Francis St/ 2961 W Hwy 76	Chlorine Building	$ 3,060	$ 1,000
79	1	Well 9	3615 Keeter St/ 3505 Keeter St	No Tower - Well & Pump House - Starlight	$ 143,820	$
80	1	Water Tower	4149 W Hwy 76/4110 Hwy 76	Water Tower - Dewey Bald	$ 1,136,280	$
80	2	Well 10	4149 W Hwy 76/4084 Hwy 76	Pump House	$ 114,240	$
80	3	Decorative Lighting	4149 W Hwy 76/4084 Hwy 76	Dewey Bald Tower - 1 logo	$ 5,610	$
81	1	Water Tower	209 Hwy 165/293 St Hwy 165	Water Tower - Landmark	$ 3,147,720	$
81	2	Well 11	209 Hwy 165/293 St Hwy 165	Pump House	$ 99,960	$
81	3	Decorative Lighting	209 Hwy 165/293 St Hwy 165	Landmark Tower - 3 logos	$ 16,830	$
82	1	Well 2	1500 Branson Hills Parkway	Water Tower - RecPlex	$ 807,840	$
82	2	Well 12	1500 Branson Hills Parkway	Well & Pump House	$ 320,280	$ 2,000
				Total Insured Values:	**$ 167,375,034**	**$ 11,593,757**

Coverage Notation:

Please note that it is extremely important that all properties are insured to value. Our responsibility as your agent is to convey the values of your properties to the carrier as reported by you, our client.

Inland Marine

See Inland Marine Schedule – *Next 4 pages*

Coinsurance:	90%
Valuation:	Actual Cash Value
Perils Insured:	Special Causes of Loss
Deductible:	$ 1,000
Unlisted Items:	$ 25,000 | Not to exceed $ 10,000 per Item
Newly Acquired Contractors Equipment:	$ 100,000 | Less than 90 days
Emergency Portable Equipment:	$ 50,000 | Replacement Cost
Rental Reimbursement:	$ 2,500
Earthquake:	No Coverage
Flood:	No Coverage

Endorsement Extensions:

None

Exclusions include, but are not limited to:

Dept	Unit #	Description	Model	Serial #	Cost New
Bldg Con	193	2003 Genie Aerial Work Platform - Lift		AWP04-28453	$ 57,000
Fire	392	Portable Power Generator		480560UCABF	$ 24,650
Fire		Air Vacuum Apparatus	Fire Station #1		$ 28,800
Fire		Rescue Equipment	Fire Station #1		$ 13,200
Fire		Air charger Compressor w/4 Fill Tanks	Fire Station #2 - Mako ACDHE3		$ 12,000
Parks	30	2000 Riding Mower	CRF	2825200253	$ 3,000
Parks	42	2006 Reel Mower	Toro	14351-210002465	$ 17,000
Parks	71	1992 Kubota w/Mower Deck		L235010123	$ 10,000
Parks	72	1992 Kubota w/Mower Deck		L2350101181	$ 10,000
Parks	77	1991 Kubota Lawn Tractor		10608	$ 11,000
Parks	89	2000 Kubota Kub		TG1860-21493	$ 6,700
Parks	90	1997 Club Cart Golf Cart		AGO248-230916	$ 3,000
Parks	159	2001 Gravely Zero Turn Mower		12494	$ 6,700
Parks	161	1997 Toro Groomer		08885-80173	$ 1,000
Parks	181	2003 Kamatsu Backhoe Loader	WB150-2	150F10248	$ 42,000
Parks	222	2006 Snapper Mower		5071111	$ 3,000
Parks	230	2006 John Deere Gator		MOOCXRA041685	$ 4,150
Parks	233	2005 Toro Field Groomer Infield Finisher		28884-250000207	$ 8,000
Parks	234	2006 John Deere		W0300XX003303	$ 4,000
Parks	235	2005 Kawasaki Mule w/4x4 Utility Cart		KAF620E	$ 11,600
Parks	236	2006 John Deere Mower		TCF687X040041	$ 4,000
Parks	238	2005 John Deere Gator w/4X2 Utility Cart		W04X2BC003340	$ 5,400
Parks	239	2006 John Deere CX Gator		MOOCXRA041684	$ 4,150
Parks	240	2000 John Deere TS Gator		W04X2SD015320	$ 5,440
Parks	314	2012 New Holland WM 55 Tractor		7214696	$ 22,723
Parks	314A	2013 Loader		YBWLW0915	*value included w/unit #314
Parks		26' Walk Behind Scrubber	Clark Encore - Parks L2426		$ 5,500
Parks		54' Mower w/collection system	Parks		$ 8,300
Parks		60' Mower	Parks		$ 7,300
Parks		Compact Utility Tractor w/Front Loader			$ 17,300
Parks		Dethatcher for Golf Course	Toro		$ 17,000
Parks		Eiserman Golf Course Irrigation Pump			$ 7,400
Parks		Field Groomer	Kromer		$ 17,000
Parks		Gott's To Go 830 Mobile Office Trailer & 2 sets of steps		OD-3599	$ 6,000
Parks		Portable Restroom		40LFB18248P149005	$ 35,000
Parks		Sand Rake for Golf Course	Toro		$ 4,600
Parks		Turfco Top Dresser	Parks	898696	$ 3,000
Parks		Tractor	New Holland	108313B	$ 6,800
Police	73	2007 Generac	4903580	QT04554JNSNA	$ 9,000
PW	55	2010 Mower	SCAG	E8300120	$ 5,000
PW	64	1999 Broce Broom Tractor		89575	$ 28,900
PW	66B	1999 Snow Plow			$ 7,000
PW	68	1997 John Deere Wheel Loader	544H	DW544HX563189	$ 90,000
PW	70	2010 SCAG Mower		E5401199	$ 5,000
PW	85	1992 Lincoln Welder		G923941525	$ 4,000
PW	86A	2001 Bucket Boom		USW30991	$ 7,000
PW	88	1993 Olathe Chipper Shredder		986615HDT	$ 12,000
PW	108	1994 John Deere Backhoe		T0510DG798796	$ 60,000
PW	109	Bale Chopper			$ 6,400
PW	132A	2007 Salt Spreader		1FTNF21591EBB1958	$ 6,000
PW	132B	1999 Snow Plow			$ 7,000

Dept	Unit #	Description	Model	Serial #	Cost New
PW	166A	1975 Brine Sprayer			$ 5,000
PW	169	2002 Gallion Motor Grader		211007 or 71412	$ 109,000
PW	173	2002 John Deere Backhoe	John Deere 410	TX410GX910783	$ 60,000
PW	174	2008 EZ Pour Crack Sealer	Kirafco	1C9S2122281418140	$ 9,200
PW	183	2001 Snow Blower		M31A15633E190	$ 700
PW	192	2004 Bobcat Skid-Steer Loader	S220	526212118	$ 23,000
PW	192A	Forks for Bobcat			*value included w/unit #192
PW	192B	Bucket for Bobcat			*value included w/unit #192
PW	192C	Auger for Bobcat			*value included w/unit #192
PW	192D	Trencher for Bobcat			*value included w/unit #192
PW	192E	Sweeper for Bobcat			*value included w/unit #192
PW	192F	Rake for Bobcat			*value included w/unit #192
PW	192G	Backhoe for Bobcat		6812598	$ 6,200
PW	192H	Std Flow Asphalt Planer - #192		231200519	$ 6,000
PW	194	2003 Ingersoll Rand Air Compressor	P185WIR	3342048ULN820	$ 11,600
PW	196	2004 Stone Wolfpac Smooth Drum Roller		382004239	$ 13,300
PW	223	2009 FRE Business Class M2		1FVACXDJ39HAK7058	$ 64,152
PW	256	2008 ADDCO Message Board		590010	$ 14,000
PW	257	2008 ADDCO Message Board		590011	$ 14,000
PW	260	2010 SAG Mower		E5401197	$ 8,900
PW	261	2010 John Deere		LV5083E260864	$ 32,488
PW	261A	2009 John Deere		P00MX7X017637	$ 5,000
PW	261B	2010 John Deere		P00583C011881	$ 5,929
PW	262	2010 Lamar		5RVSL2427AM004697	$ 3,005
PW	263	2010 GRA Line Driver		BA308	$ 4,259
PW	263A	Thermolazer		BA1987	$ 8,799
PW	263B	2010 Grind Laser		BA153	$ 5,439
PW	273	2010 ASG Message Board		1A9BS3334A2228653	$ 14,000
PW	275	2009 Speedcheck		1Z9T5065XAB361	$ 4,200
PW	290	1999 New Holland Arm Mower		10813B	$ 6,800
PW	311	2012 K&K Message Board		1K9BM151XDT244446	$ 14,297
PW	312	2012 K&K Message Board		1K9BM151XDT244445	$ 14,297
PW	313	2012 K&K Message Board		1K9BM151XDT244447	$ 14,297
PW	325	SCAG Turf Tiger Deck Model w/mulch kit	TT61VS-35BVAC/SMT-61-BU	K2200243/J0801048	$ 9,250
PW	326	2014 John Deere 410K Backhoe Loader w/24" bucket	410K	1T0410KXHEE260344	$ 96,460
PW	342	2015 Scag Turf Tiger	Model STT52V-26-EFI	K1400061	$ 8,800
PW	343	2015 Scag Turf Tiger	Model STT61V-35BVAC	K2201845	$ 9,486
PW	354	Husqvarna 20" Walk-behind Saw		3500004	$ 6,379
PW	390	Scag Tur Tiger II - zero turn mower		M0500875	$ 9,526
PW	SP1	2010 Snow Plow		BC067122	$ 7,900
PW	SP2	2010 Snow Plow		BC067121	$ 7,900
PW	SP3	2010 Snow Plow		BC067119	$ 7,900
PW	SP4	2010 Snow Plow		BC067642	$ 7,900
PW	SP5	2010 Snow Plow		BC067120	$ 7,900
PW	SP6	2007 Snow Plow		2802-D19385881	$ 7,900
PW	SP7	2000 Flink Snow Plow		133	$ 7,900
PW	SP9	2009 Snow Plow			$ 7,900
PW	SP10	2012 Snow Plow		5-1134	$ 7,900
PW	SP11	1990 Snow Plow			$ 7,900
PW	SP12	2015 Snow Plow 10'			$ 7,900
PW	SP13	2015 Snow Plow	MW30R10		$ 10,563

Dept	Unit #	Description	Model	Serial #	Cost New
PW	SP14	2015 Snow Plow	MW30R10		$ 10,563
PW	SS1	1997 Henderson Salt Spreader		FSP2-13119	$ 4,500
PW	SS2	2008 Salt Spreader			$ 4,500
PW	SS3	2008 Salt Spreader			$ 4,500
PW	SS4	2008 Swenson Salt Spreader		1011-4961	$ 4,500
PW	SS5	2011 Swenson Salt Spreader		1011-5004	$ 4,500
PW	SS6	2007 Salt Spreader			$ 4,500
PW	SS7	2008 Salt Spreader			$ 4,500
PW	SS8	2007 Salt Spreader			$ 4,500
PW	SS9	2007 Salt Spreader			$ 4,500
PW	SS10	2012 Swenson Salt Spreader		0412-6749	$ 4,500
PW	SS11	2008 Salt Spreader		1400200SS	$ 4,500
PW	SS12	2008 Salt Spreader			$ 4,500
PW	SS13	2008 Salt Spreader			$ 4,500
PW	SS14	2015 Swenson Salt Spreader		0615-7917	$ 4,500
PW		9' Spreader for Dump Truck #47 A	PW	WSH-21906	$ 7,400
PW		Mohawk Lift Model TP-16w/3stage arms (vehicle Lift)		B7A114	$ 17,090
PW		Mounted Hydraulic Rock Breaker	OHX710	PW OB-HH1000 HY MB-695	$ 14,000
PW		Tri-King 1672D Mower	Jacobsen - PW	67003-2745	$ 15,000
Recycling	274	2010 Kodiak		1K9UT1629AM108416	$ 7,900
Recycling	287	2004 Kodiak		MOHMTRAILER10003	$ 7,900
Recycling	375	2005 Kodiak		1K9UT16245M108636	$ 7,900
Recycling		2004 Kodiak		1K9UT16225M108635	$ 7,900
Recycling	334	2014 Heli Forklift - 6000 lb. capacity, Diesel	CPCD30-KU11	010301F8521	$ 26,000
Recycling		20 Yard Steel RollOff Recycle Bins 6'6"-Tipi Top	Jubilee Parking Lot		$ 7,000
Recycling		20 Yard Steel RollOff Recycle Bins 6'6"-Tipi Top	601 Compton Dr		$ 7,000
Recycling		2014 Uline 1-Cubic Yard Standard Duty Dumping Hopper	H-2108	S1094984	$ 1,377
Recycling		2014 Uline 1-Cubic Yard Standard Duty Dumping Hopper	H-2108	S1094654	$ 1,377
Recycling		Auto Trash Dumper	M3519-0419	51986894-0009	$ 7,634
Recycling		Auto Trash Dumper 72"	DC 45045	HTS 05170007	$ 8,757
Recycling		Glass Crusher	PW		$ 6,500
Recycling		Glass Crusher	PW		$ 6,500
Recycling		Vertical Baler	Selco - PW V5-15	60067445	$ 7,600
Recycling		Vertical Baler	Selco - PW V5-XHD	50067311	$ 10,700
Util LS	63	1985 Onan Generator		E850764786	$ 16,600
Util LS	92	1980 Onan Generator		475933105	$ 10,000
Util LS	107	1994 Generator		1076693A03275	$ 20,000
Util LS	147	2000 OLY Generator		762928	$ 10,000
Util LS	148	2001 Generac Generator		2063587	$ 10,000
Util LS	155	1999 Onan Generator		E950577563	$ 10,000
Util LS	242	1995 Onan Generator		L930528354	$ 10,000
Util LS	243	2000 KOH Generator		673004	$ 10,000
Util LS	244	2002 Caterpillar Generator		2034219	$ 10,000
Util LS	245	1998 OLY Generator		2013224	$ 10,000
Util LS	246	2001 Generac Generator		206843	$ 10,000
Util LS	247	2004 Generac Generator		2069843	$ 10,000
Util LS	248	1999 KOH Generator		360486	$ 10,000
Util LS	249	2001 KOH Generator		360536	$ 10,000
Util LS	250	1995 Onan Generator		K920493215	$ 10,000
Util LS	251	2006 Generac Generator		2082778	$ 10,000
Util WC	83	1994 Serco Sewer Rodding Machine		4H5HB1616PL932076	$ 18,000

Dept	Unit #	Description	Model	Serial #	Cost New
Util WC	84	1990 Serco Sewer Flushing Machine		WMTR891075	$ 20,000
Util WC	229	2007 Jet-Away		4181	$ 68,294
Util WC	345	Bobcat Mini Excavator w/24" bucket & 18" bucket	Model E55 T4	AJ911469	$ 56,847
Util WC	345A	2015 Hammer		A01R03498	$ 11,978
Util WC	345B	24" Bucket		10476	$ 973
Util WC	345C	750# hammer for Bobcat	Model HB1180	AO1R03498	$ 7,472
Util WC	346	Bobcat Compact Track Load	Model T770	AN8T14971	$ 56,907
Util WC	346A	Bradco Ground Shark Brush Cutter		412742	$ 10,500
Util WD	41	1979 Concrete Mixer	HMD	7299J1191	$ 1,000
Util WD	60	1991 Ingersoll-Rand Compressor		J90172	$ 13,000
Util WD	214	2009 FRE Business Class M2		1FVACXDJ59HAK7059	$ 65,000
Util WD	347	Case Backhoe 590 Super N	Model 47861444	JJGN59SNCFC724191	$ 95,306
Util WD	347A	2015 24" Bucket		141557-02	*value included w/unit #347
Util WD	347B	2015 18" Bucket		141557-01	*value included w/unit #347
Util WD	347C	Front Forks			*value included w/unit #347
Util WD	347D	Loader Bucket		87441572	*value included w/unit #347
Util WD	396	Bobcat E85 Compact Excavator with:	E85	B3T13190	$ 96,224
Util WD	396A	hydraulic clamp		AFVV01378	*value included w/unit #396
Util WD	396B	coupler		AFVS00167	*value included w/unit #396
Util WD	396C	24" Bucket		24447	*value included w/unit #396
Util WD	396D	36" Bucket		22140	*value included w/unit #396
Util WD	396E	hydraulic breaker		AFT600855	*value included w/unit #396
Util WT	252	2007 OLY Generator		KNFC02846	$ 10,000
Util WWT	34	1990 Onan Generator	ONA	C870877503	$ 8,500
Util WWT	59	1990 Onan Generator		575950092	$ 8,500
Util WWT	61	1988 4" Water Pump		VGD44023516198865	$ 25,000
Util WWT	62	1988 4" Water Pump		7492176123000	$ 25,000
Util WWT	110	John Deere Gator		F3290D400932	$ 5,000
Util WWT	120	1996 Kubota Tractor Mower		15101	$ 10,000
Util WWT	135	1987 Forklift		A177B18133H	$ 1,000
Util WWT	171	2002 John Deere Mower		M0L27F0609697	$ 2,400
Util WWT	172	2002 John Deere Mower		M0L277C062064	$ 2,400
Util WWT	190	2004 JET Pressure Washer/ Power Washer			$ 5,000
Util WWT	209	2005 John Deere Backhoe Loader	410G	TO410GX947540	$ 62,000
Util WWT	211	2006 John Deere		16MPF06135D040255	$ 13,000
Util WWT	241	2000 Caterpillar Generator		34121	$ 10,000
Util WWT		CCTV System Sewer Camera-Computer			$ 73,347
Util WWT	215	2000 Caterpillar Portable Generator w/trailer			$ 10,000
		LP Generator 20KW	Winco		$ 25,000
		Mobile Home	Sabre		$ 25,000
		"Storming the Beach" 50-man bronze statues	1250 W Hwy 76		$ 500,000
		"Vietnam Trio" 3-man bronze statue	114 W Pacific St		$ 250,000
		"Stay Low" 12-man bronze statue	107 W Main		$ 250,000
		Flag Poles (2) $ 9,000 each, (1) $25,000 each	Round-About - Branson Landing Blvd		$ 43,000
		80' Lighted Christmas Tree w/5,400 RGB Lights	Round-About - Near Hospital		$ 37,000
		Light Poles & Lights (37) $2,000 each	Decorative Light Poles & Lights		$ 74,000
		Light Poles & Lights (61) $2,000 each	Decorative Light Poles & Lights		$ 122,000
		Decorative Light Poles	(126) $5,529 each		$ 696,700
		Downtown/Landing Blvd	Fencing - City Cemetery		$ 30,000
		MODOT Easement/Pacific Street	Fencing - Tower & Parking Lot		$ 26,500
		Branson Landing Blvd & Commercial	Traffic Signal Light		$ 175,000

Dept	Unit #	Dept	Unit #	Dept	Unit #	
		Branson Landing Blvd & Long St	Traffic Signal Light		$	175,000
		Branson Landing Blvd & Main St	Traffic Signal Light		$	175,000
		Branson Hills Parkway & Target	Traffic Signal Light		$	175,000
		Branson Hills Parkway & Walmart	Traffic Signal Light		$	175,000
		Bee Creek Road & Buccaneer	Traffic Signal Light		$	175,000
		Roark Valley Road & Fall Creek Road	Traffic Signal Light		$	175,000
		Roark Valley Road & Forsyth	Traffic Signal Light		$	175,000
		Roark Valley Road & Gretna	Traffic Signal Light		$	175,000
		Roark Valley Road & Shepherd of the Hills	Traffic Signal Light		$	175,000
		Shepherd of the Hills & Expressway Lane	Traffic Signal Light		$	175,000
		Epps Road & Cedar Ridge	Traffic Signal Light		$	175,000
		Railroad Crossings	Wayside Horns - (3) $50,000 each		$	150,000
		248 & Epps	Storm Siren	N 36° 39' 48.6" W 093° 14' 20.8" - Unit 1013	$	25,000
		76 & Wildwood 240 S Wildwood	Storm Siren	N 36° 38' 24.5" W 093° 16' 03.1" - Unit 1001	$	25,000
		Second & Cliff Alley 201 Cliff Drive	Storm Siren	N 36° 38' 12.4" W 093° 13' 08.1" - Unit 1007	$	25,000
		Bird & Stillwood	Storm Siren	N 36° 40' 22.3" W 093° 14' 05.4" - Unit 1020	$	25,000
		Bird Rd & Flynn Rd	Storm Siren	N 36° 40' 44.4" W 093° 14' 53.3"	$	25,000
		College Street & 207 2nd Street	Storm Siren	N 36° 38' 34.26" W 093° 13' 5.74" - Solar	$	25,000
		Country Bluff Estates	Storm Siren	N 36° 37' 08.1" W 093° 15' 28.9"	$	25,000
		3765 W. Hwy 76 - Cracker Barrel	Storm Siren	N 36° 39' 02.2" W 093° 17' 16.3" - Unit 1018	$	25,000
		Dakota	Storm Siren	N 36° 37' 45.2" W 093° 16' 34.1" - Unit 1017	$	25,000
		305 Dr. Good	Storm Siren	N 36° 38' 38.7" W 093° 15' 12.8" - Unit 1005	$	25,000
		High School	Storm Siren	N 36° 41' 50.7" W 093° 14' 01.9" - Unit 1019	$	25,000
		Buccaneer Road - Jr. High	Storm Siren	N 36° 39' 52.0" W 093° 13' 12.5" - Unit 1006	$	25,000
		610 Parnell Drive	Storm Siren	N 36° 39' 07.2" W 093° 12' 57.8" - Unit 1003	$	25,000
		881 Wilshire - Pointe Royale	Storm Siren	N 36° 35' 55.7" W 093° 16' 56.3"	$	25,000
		2400 Shepherd of the Hills Expy - State Offices	Storm Siren	N 36° 39' 10.9" W 093° 16' 23.9" - Unit 1016	$	25,000
		Thousand Hills	Storm Siren	N 36° 37' 56.0" W 093° 15' 45.2" - Unit 1015	$	25,000
		Treasure Lake	Storm Siren	N 36° 39' 42.9" W 093° 17' 05.2" - Unit 3001 - Solar	$	25,000
		188 Enterprise Lane - Welk	Storm Siren	N 36° 36' 21.3" W 093° 17' 40.2"	$	25,000
		325 N. Gretna - White Water	Storm Siren	N 36° 38' 34.0" W 093° 16' 59.2" - Unit 1002	$	25,000
		Wilshire & Michel Ln.	Storm Siren	N 36° 38' 54.3" W 093° 13' 47.4" - Unit 1012	$	25,000
		110 Crosby - Fire Station 1	Storm Siren	N 36° 38' 39.5" W 093° 14' 10.2" - Unit 1010	$	25,000
		251 Branson Meadow - Fire Station 2	Storm Siren	N 36° 39' 49.2" W 093° 15' 11.0" - Unit 1014	$	25,000
		1500 Branson Hills Parkway - RecPlex	Storm Siren	N 36° 41' 13.4" W 093° 14' 15.8"	$	25,000
		Lake Drive	Taneycomo - Dock #1		$	10,600
		Across from #2 Shower House	Taneycomo - Dock #2		$	10,000
		Across from #99	Taneycomo - Dock #3		$	10,600
		Across from E-103	Taneycomo - Dock #4		$	10,000
		Across from D-83	Taneycomo - Dock #5		$	10,000
		North Park	Taneycomo - Dock #6		$	10,600

Dept	Unit #	Dept	Unit #	Dept	Unit #	
		North Park	Taneycomo - Dock #7		$	10,600
		601 Compton Drive - Utilities	Taneycomo - Utilities City Dock		$	89,000
		300 S Box Car Willie Drive	Campground Fishing Dock #1		$	6,762
		300 S Box Car Willie Drive	Campground Fishing Dock #2		$	9,576
		300 S Box Car Willie Drive	Campground Fishing Dock #3		$	9,576
		300 S Box Car Willie Drive	Campground Fishing Dock #4		$	9,576
		300 S Box Car Willie Drive	Campground Fishing Dock #5		$	9,576
		50 N Boardwalk	North Beach Park Fishing Dock #1		$	6,762
		50 N Boardwalk	North Beach Park Fishing Dock #2		$	6,762
		2000 18' Flat Bottom Boat w/40 HP Motor	Nova	GMBJ3805H900	$	5,100
		2011 12' Tracker John Boat	Topper 12	BUJ066351011	$	1,000
				Total Inland Marine:	**$**	**7,764,874**

Coverage Notation:

Please note that it is extremely important that all properties are insured to value. Our responsibility as your agent is to convey the values of your properties to the carrier as reported by you, our client.

Commercial Automobiles – Composite Rating

Coverages:	Covered Autos	Limits
Liability	19*	$ 1,000,000
Hired & Non-Owned Automobile Liability	8,9	Included
Hired Auto Physical Damage – Deductibles: $1,000 Comp | $ 1,000 Collision	8	Included
Medical Payments	7	$ 10,000
Uninsured Motorist	6	$ 1,000,000
Underinsured Motorist	6	$ 1,000,000

Unit Information:	Covered Autos	# of Units
Autos		176
Trailers		29

Commercial Auto Symbols:

(1) Any Auto (2) All Owned Autos (3) Owned Private Passenger Autos (4) Owned Autos Other Than Private Passenger Autos (5) All Owned Autos Which Require No-Fault Coverage (6) Owned Autos Subject to Compulsory Uninsured. Motorists. Law (7) Autos Specified On Schedule (8) Hired Autos (9) Non-Owned Autos (10) Excludes Physical Damage for All Self Propelled Units1983 and Older. *(19) Any auto except those used in operations of the SMG Operations at Convention Center.

Endorsement Extensions:

Emergency Vehicle Endorsement
Fellow Employee Coverage
Towing and Labor – Private Passenger Autos
Employee Hired Auto Physical Damage
Physical Damage to Volunteers or Employees Personal Auto

Exclusions include, but are not limited to:

Audit:

Subject to Audit	Annually

Workers' Compensation

Coverages:		Limits
Coverage A		Statutory
Employers' Liability Limits: Bodily Injury by Accident	$	1,000,000
Employers' Liability Limits: Bodily Injury by Disease per Employee	$	1,000,000
Employers' Liability Limits: Bodily Injury by Disease – Policy Limit	$	1,000,000

Experience Modification:	Rate
20/21 Mod 1.18	1.26

Payroll:		
Total Payroll	$	15,604,867

States:	Limits
States Covered	MO

Exclusions include, but are not limited to:

Audit:	
Subject to Audit	Annually

Risk Mitigation Services

Description:

The following is a brief description of the broker services that may be performed:

Educational seminars provided by Connell Insurance, Inc., HR services related to employee compensation, discipline, job descriptions, leaves of absence, organizational development, business policies and practices, safety, staffing and recruiting, risk management or loss control services that are not routinely available to all agency clients and that exceed the insurance-related risk evaluation and underwriting of an account, and that are frequently provided on a fee for service basis.

Referrals to third-party service providers through which an insured may receive a discounted rate, COBRA administration that goes beyond billing and collecting the insurance premiums for former employees that are to be forwarded to the contract holder or insurer, establishment and administration of employer-sponsored cafeteria plans, flexible spending accounts, and health reimbursement accounts, general tax preparation or accounting services, and legal services.

In addition to these services, Connell Insurance, Inc. may also provide additional services directly or through third party providers which may include human resource services, health management services, safety services, access to online services, and employee training services.

The use of these services is not a warranty or guaranty of insured's compliance with any federal, state, or local regulations.

Premium:

Risk Mitigation Services	$	500.00
TRIA {Terrorism}		N/A
Risk Mitigation Services Total	**$**	**500.00**

Coverages

Line of Coverage	Estimated Premiums
Property / Liability – City of Branson	$ 365,482.00
Property / Liability – Branson Convention Center	$ 108,518.00
Excess Earthquake Coverage	$ 7,905.00
Cyber Liability	$ 19,752.00
Workers' Compensation	$ 490,927.00
Risk Mitigation Services	$ 500.00
Total Estimated Premium:	**$ 993,084.00**

Payment Plans

Line of Coverage	Payment Schedule	Payment Method
Property / Liability – City of Branson	Quarterly, Semi-Annual, or Annual Payments	Agency Bill
Property / Liability – Branson Convention Center	Quarterly, Semi-Annual, or Annual Payments	Agency Bill
Excess Earthquake Coverage	Annual Payment	Agency Bill
Cyber Liability	Annual Payment	Agency Bill
Workers' Compensation	Quarterly, Semi-Annual, or Annual Payments	Agency Bill
Risk Mitigation Services	Quarterly, Semi-Annual, or Annual Payments	Agency Bill

Client Authorization to Bind Coverage

It is understood this proposal provides a summary of the insurance coverages that Connell Insurance will place on our (City of Branson) behalf.

We (City of Branson) confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We (City of Branson) agree that your (Connell Insurance Inc) liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed $20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By:	Print Name (Mayor)	Signature	Date
By:	Print Name (City Clerk)	Signature	Date
By:	CHRISTOPHER LEBECK Print Name (City Attorney)	#51831 Signature	4/21/20 Date
By:	Tim Connell President, Connell Insurance, Inc.	Signature	4/21/20 Date

STAFF REPORT

ITEM/SUBJECT: **RESOLUTION APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR THE VETERAN'S DAY PARADE.**

INITIATED BY: **PLANNING & DEVELOPMENT DEPARTMENT**

DATE: **MAY 26, 2020**

EXECUTIVE SUMMARY:

- Request received from Vietnam Veterans of America Chapter 913 for the Veteran's Day Parade.
- Proposed to be held on Wednesday, November 11, 2020, at 11:00 am. Additionally, they have proposed for event setup to begin at 8:00 am and breakdown concluded by 2:00 pm.
- Request includes the temporary closure of certain portions of S. Sycamore Street, Price Street, E. Long Street, Branson Landing Boulevard, Commercial Street, and E. College Street within the downtown area. The proposed route is the same route that has been successfully utilized for the past several years. Additionally, the proposed event will again be utilizing portions of the Branson Convention Center, the Branson Landing, and the Old Porcelain Dollhouse properties. Permission for the use of these properties has been previously granted.
- Proposed event is expected to attract approximately 5,000 participants and spectators.
- No temporary signage has been proposed as part of the event. However, the applicant plans to notify all those businesses and members of the community that may be affected by their event through email and published notification.
- Last year the Police Department calculated approximately $5,250.00 in overtime pay to assist with the proposed event while the Public Works Department spent over $4,469.21 for overtime, wages and equipment. As a result, the anticipated cost for the City to assist with this year's event is approximately $9,719.21. Per Branson Municipal Code Section 94-65(h), the Board of Aldermen has the option to make the applicant responsible for any expenses incurred by the City.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

X **Recommended**
____ **Not Recommended**
____ **Neutral/None**

COMMUNITY PLAN 2030: C Strategy 6.3 Community Events.

ATTACHED EXHIBITS: 1) Special Events Review Letter

City of Branson MISSOURI

BransonMo.gov

SPECIAL EVENTS REVIEW

DATE: February 26, 2020

TO: Planning & Development, Public Works, Fire, Police, Finance, Health, Parks and Recreation, and Risk Management

FROM: Joel Hornickel

SUBJECT: Special Events Permit Application-Street Closure

Please review the attached Special Event Permit Application No. **20-23.02** for the Veteran' s Day Parade sponsored by Vietnam Veterans of America Chapter 913. The event is proposed to be held November 11, 2020.

It is up to each department to handle their own requirements directly with the applicant. If you have any questions or concerns about the request, please contact the applicant before approving. Any changes made due to discussion with the applicant must be indicated in the comments section on this form.

Please make comments below or attach a separate sheet as necessary. If an additional permit is required from your department for this event, please also note below.

Please sign this sheet and return to the Planning and Development Department no later than **March 4, 2020.** Thank you.

COMMENTS:

Building Department:
No comments.
Name: Roy Swarms Date: 02/26/2020

Finance Department:
No comments received.
Name: Date:

Fire Department:

Will need to know how many bands are anticipated to attend and how many buses will need to be parked. Please also provide an address and location of staging areas instead of business names.

Name: Randy Fogle Date: 03/02/2020

Health Department:

No concerns since no food will be offered.

Name: Laura Jahn Date: 02/27/2020

Parks Department:

Good with the plans for the Veteran's Day Parade.

Name: Cindy Shook Date: 03/03/2020

Police Department:

Police has no issues with the plan other than we will work on using the Old Porcelain Dollhouse lot for band parking and assembling the bands on Sycamore Street south of Long Street. We will work directly with them to work out these details.

Name: Lt. Sean Barnwell Date: 03/06/2020

Public Works Department:

Public works will be providing barricades and personnel to help with traffic control and pedestrian safety during the parade. Last year, the Public Works department spent $4,469.21 in overtime, wages, and equipment for this event. No other comments from Public works at this time.

Name: Ben Stabo Date: 03/02/2020

Risk Management:

The insurance coverages are sufficient for the event. The Insurance certificate expires in September so we will need an updated one prior to the event that lists City of Branson as additional insured and the Certificate Holder should reflect the following: City of Branson, Attn: Contract Management, 110 West Maddux Street, Branson, MO 65616

Name: Bob Smither Date: 02/27/2020

Utilities Department:

Utilities has no issue with the request.

Name: Tara Norback Date: 02/27/2020

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR THE VETERAN'S DAY PARADE.

WHEREAS, the Vietnam Veterans of America Chapter 913 has submitted a Special Event Permit Application to the City of Branson for approval of the Veteran's Day Parade; and

WHEREAS, the Board of Aldermen wish to approve the application.

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

Section 1: The Board of Aldermen for the City of Branson hereby approves the Special Event Permit Application attached as Exhibit 'A'.

Section 2: This resolution shall be in full force and effect after its passage by the Board of Aldermen and approval by the Mayor.

ADOPTED by the Board of Aldermen of the City of Branson, Missouri, on this ____ day of _____, 2020.

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

EXHIBIT A

Branson MISSOURI
Planning & Development

SPECIAL EVENT PERMIT APPLICATION

110 W. Maddux St., Ste. 215, Branson, MO 65616
417-337-8549/Fax 417-334-2391

Office Use Only
Permit Number
SEPA SESC 20-23.02
Date Applied
2/26/2020

Contact Information

Sponsor Name VIETNAM VETERANS OF AMERICA CHAPTER 913

Contact Name BRUCE GREENO - PRESIDENT Email bdgreeno4@aol.com

Mailing Address PO BOX 632 BRANSON MO 65615 Phone 417-331-1111

Event Information (Fee $116)

Event Name VETERANS DAY PARADE Expected number in attendance 5000

Location DOWN TOWN

Will the event require a street(s) closure? No (Yes) attach **Certificate of Liability Insurance**

➢ If NO, attach a letter of permission from the **property owner(s).**

Event website BRANSON VVA 913

Provide a general description and primary purpose of the event:

TO HONOR ALL VETERANS WHO HAVE SERVED OUR COUNTRY

Duration

Period of operation will be permitted for a maximum of five (5) days within a consecutive 14-day period.

Event Setup: NOV. 11, 2020 (Date) 08:00 (Time) (AM) PM

	Date	Start Time		End Time	
Day 1	NOV. 11 2020	11:00	(AM) PM	- 2:00	AM (PM)
Day 2			AM PM	-	AM PM
Day 3			AM PM	-	AM PM
Day 4			AM PM	-	AM PM
Day 5			AM PM	-	AM PM

Breakdown: NOV. 11, 2020 (Date) 2:00 (Time) AM (PM)

05/2017

Site Plan

Attach a site plan that includes all applicable details listed below:

- ✓ Area of the entire event, including names of any streets
- ✓ Include the direction of travel if it is a moving event
- Location of any fencing, barriers, and/or barricades, and any removable fencing for emergency access
- Exit location for outdoor events that are fenced or within tent or tent structures
- Location of any 18-foot fire lanes and water supply for fire control
- Location of any food booths and cooking areas
- ✓ Location of any stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, vendor booths, beer gardens, trash containers, dumpsters, and other temporary structures
- Locations of any speakers and lighting equipment
- Generator locations and/or source of electricity
- Location of event parking

Security Plan

Describe your security plan including crowd control, internal security, private security, and/or the assistance of the **City of Branson Police Department:**

Traffic Control of Street Closures

If using a private security company, please provide the following information:

Name of Company _____ Email _____

Contact Name _____ Phone _____

Emergency Medical Service Plan

Describe your emergency medical service plan including communications and type of resources that will be at your event and the manner in which they will be managed and deployed:

T.C.A.D. will be Present During event

- Show location of medical services on site plan.
- Contact **Taney County Ambulance District** (TCAD) for information on assistance.

Sanitation Plan

Describe your plan for cleanup and removal of waste materials, including during and after your event. Include the number of containers and dumpsters you expect to provide:

Trash cans Along Parade Route To be utilized
City Assists with Trash Removal

If using a private waste management company, please provide the following information:

Name of Company _____ Email _____

Contact Name _____ Phone _____

- Show location(s) on site plan.
- For information on obtaining recycling containers, contact the **City of Branson Recycling Center.**

Sanitation Plan (continued)

Describe your plan to provide restroom facilities at your event; including the number of portable toilets and/or description of on-site restrooms available. Include in your plan how the disposal of sanitary waste and sewage will be managed for the event:

3 PORTA-POTTIES S. EAST PARKING LOT CONVENTION CENTER
3 PORTA-POTTIES CENTRAL BANK PARKING LOT @ SYCAMORE ST.

If using a private sanitation company, please provide the following information:

Name of Company TRI-LAKES PORTA POTTY Email

Contact Name TINA OR RICKY ANDERSON Phone 800-801-6293

› Show location of all restrooms on site plan.

Food and Beverage Plan

FOOD AND BEVERAGE

Yes (No) Will the event include food concessions and/or preparation areas? If yes, describe the methods of preparation, cooking, and serving of food:

Address where fats, oils and grease will be disposed:

ALCOHOL

Yes (No) Will the event involve the consumption of alcoholic beverages on-site? If yes, please describe sale/distribution method and the required security measures:

- Show location(s) of food and beverage vendor(s) on site plan.
- Show location of alcohol consumption area(s) and fencing on site plan.
- A **Liquor License/Caterer's Liquor License** may be required at your event. Contact the **City of Branson Finance Department** for information.
- A **Temporary Business License** may be required. Contact the **City of Branson Finance Department** for information.
- **Additional permits** may be required. Contact the **Taney County Health Department** for information.

Certificate of Insurance

(Yes) No Will the location of the event be on public property? If yes, liability insurance will be required and the City of Branson named as additional insured on the policy.

- Attach **Certificate of Liability Insurance**

Public Notification Plan

Indicate the method(s) used to notify the public who might be affected by the event.

Postcard (Email) (Published Notification) Signage

Tent(s) and Fire Protection Plan

Yes (No) Will tents be used at the event? If yes, a **Special Permit** must be obtained a minimum of ten (10) days prior to the event from the **City of Branson Fire Department.**

Yes (No) Does the event include the use of fireworks, rockets, lasers, or other pyrotechnics? If yes, a **Special Permit** must be obtained from the **City of Branson Fire Department.** Describe and provide contact information:

_____

_____

Company Name _____ Email _____

Contact Name _____ Phone _____

- Show tent(s) and fireworks location(s) on site plan.
- Obtain **Special Permit** at the **City of Branson Fire Department**

Entertainment and Related Activities Plan

Yes (No) Will there be music or live entertainment at the event?

(Yes) No Will stages, bandstands, or platforms be used for the event? Viewing Stand Vacation Channel

Yes (No) Will sound amplification be used? If yes, please provide: Start time: _____ End time: _____

(Yes) No Will sound/light equipment be used for the event? If yes, provide a description for the use of sound/light equipment:

Vacation Channel sound system @ Viewing Stand

Yes (No) Will the event have any live animals and/or horse-drawn carriage(s)? If yes, describe:

_____

- Show location of all stages, bandstands, or platforms on site plan.
- Show location of all sound/light equipment on site plan.
- Show animal location(s) and route for horse-drawn carriage(s) on site plan.
- A **Construction Permit** may be required for stages, bandstands, or platforms. Contact the **City of Branson Planning and Development Department** for information.
- Additional permits may be required. Contact the **City of Branson's Animal Control** for information.

Temporary Sign Plan

Yes (No) Will the event include the use of any temporary signs? If yes, identify sign types below.

Yard (max. 10)					
Qty. _____	Sign width _____ x height_____ = _____ sq. ft.				
Banner (max. 5)					
Qty. _____	Sign width _____ x height_____ = _____ sq. ft.	Mounting location:	Freestanding	Wall	

Provide a description of the location of each sign, (example: NE corner of Broadway and Main Street):

Banner 1: _____

Banner 2: _____

Banner 3: _____

Banner 4: _____

Banner 5: _____

Yard 1: _____

Yard 2: _____

Yard 3: _____

Yard 4: _____

Yard 5: _____

Yard 6: _____

Yard 7: _____

Yard 8: _____

Yard 9: _____

Yard 10: _____

Applicant Acknowledgement

In signing this application for permit, the applicant acknowledges all information provided is complete and accurate. The applicant also agrees to abide by the regulations of the Branson Municipal Code.

E. Bruce Greeno — Applicant Signature

E. Bruce Greeno — Print Name

02/26/2020 — Date

OFFICE USE ONLY

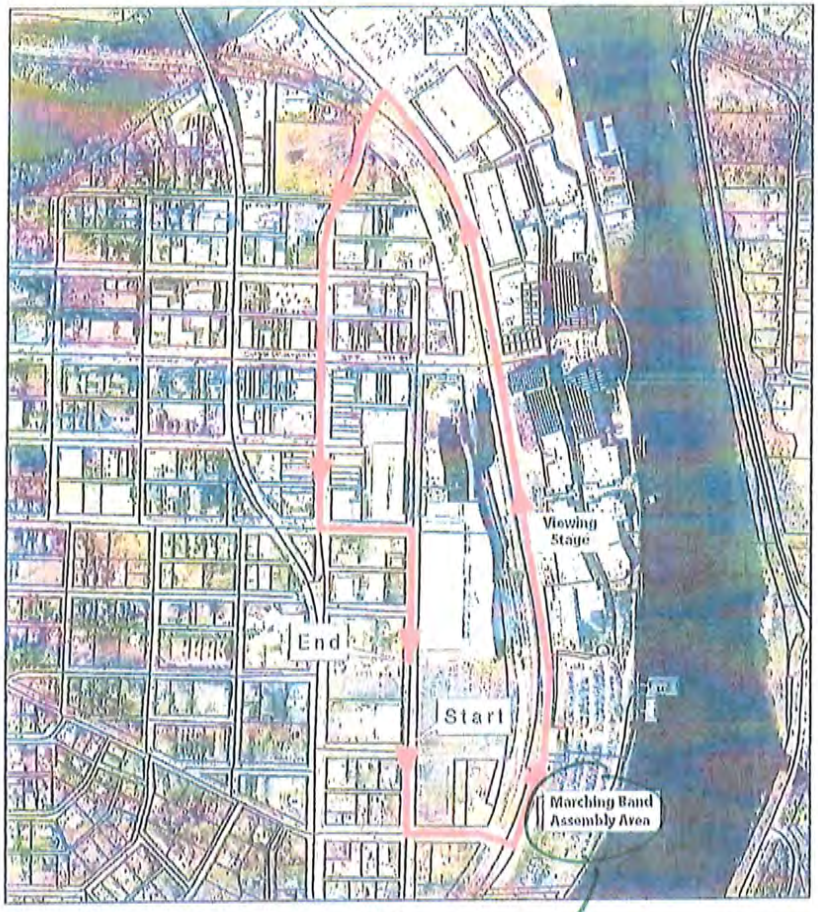
✓	Description	Comments		✓	Description	Comments		
	Duration	# OCR	Cumm. Days		Vendors	Temp Bus Lic	Liquor Lic	Cater Lic
	Sign type	Qty.	Qty.		Sanitation Plan	Waste	Restrooms	
		Y:	B:					

✓	Site Plan		✓	Depts. Notified		✓	Depts. Notified	
	Public Notification			Building			Parks	
	Security Plan			Finance			Police	
	Emergency/Medical Plan			Fire			PW	
	Certificate of Insurance			Health			Utilities	

☐ Approved ☐ Denied

Approved by _____ Date _____ Reviewer time _____

05/2017



old porcelin doll house

BILL NO. 5820

City of Branson MISSOURI

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING A FINAL SUBDIVISION PLAT FOR 248 PARKWAY, PHASE II.**

INITIATED BY: **PLANNING & DEVELOPMENT DEPARTMENT**

FIRST READING: **MAY 26, 2020** **FINAL READING:** **JUNE 9, 2020**

EXECUTIVE SUMMARY:

- 248 Parkway, Phase II is proposed to be located on the south side of Missouri State Highway 248 east of Ledbetter. It includes approximately 14.91 acres more or less and is currently zoned Community Commercial (CC).

- No changes have been requested from the Preliminary Plat which was adopted by the Board of Aldermen on March 26, 2019 (Res. No. 2019-R012). It includes the creation of five parcels from the existing three. Four of which will be around one acre in size and have frontage on Missouri State Highway 248 while the remaining parcel will be around nine and a half acres in size and have access provided via a new, private cul-de-sac proposed to be named Rojana Way, approximately 410 feet in length.

- It has been determined that the proposed subdivision is consistent with the Community Plan 2030. Specifically, the commercial development proposed is consistent with the plan's Preferred Land Use Plan (Figure 10) and Growth Template (Figure 8). However, as the subdivision's parcels are shown to be highly to extremely visible in the plan's Highly Visible Hillsides (Figure 4), application of the city's landscaping regulations will be an important part of the applicant's development review process.

- The request has been reviewed by the City's Fire, Planning and Development, Public Works and Utilities Departments to ensure compliance with all applicable regulations and to insure the public and private improvements have been satisfactorily installed, inspected and accepted. As a result, all have found the proposed Final Plat to be in compliance with the adopted Preliminary Plat and all required improvements are complete.

- Planning Commission recommends approval of the bill through Resolution 20-8.1 (20-0800001) with a vote of 7-0 during their May 5, 2020 meeting.

FINANCIAL IMPACT:

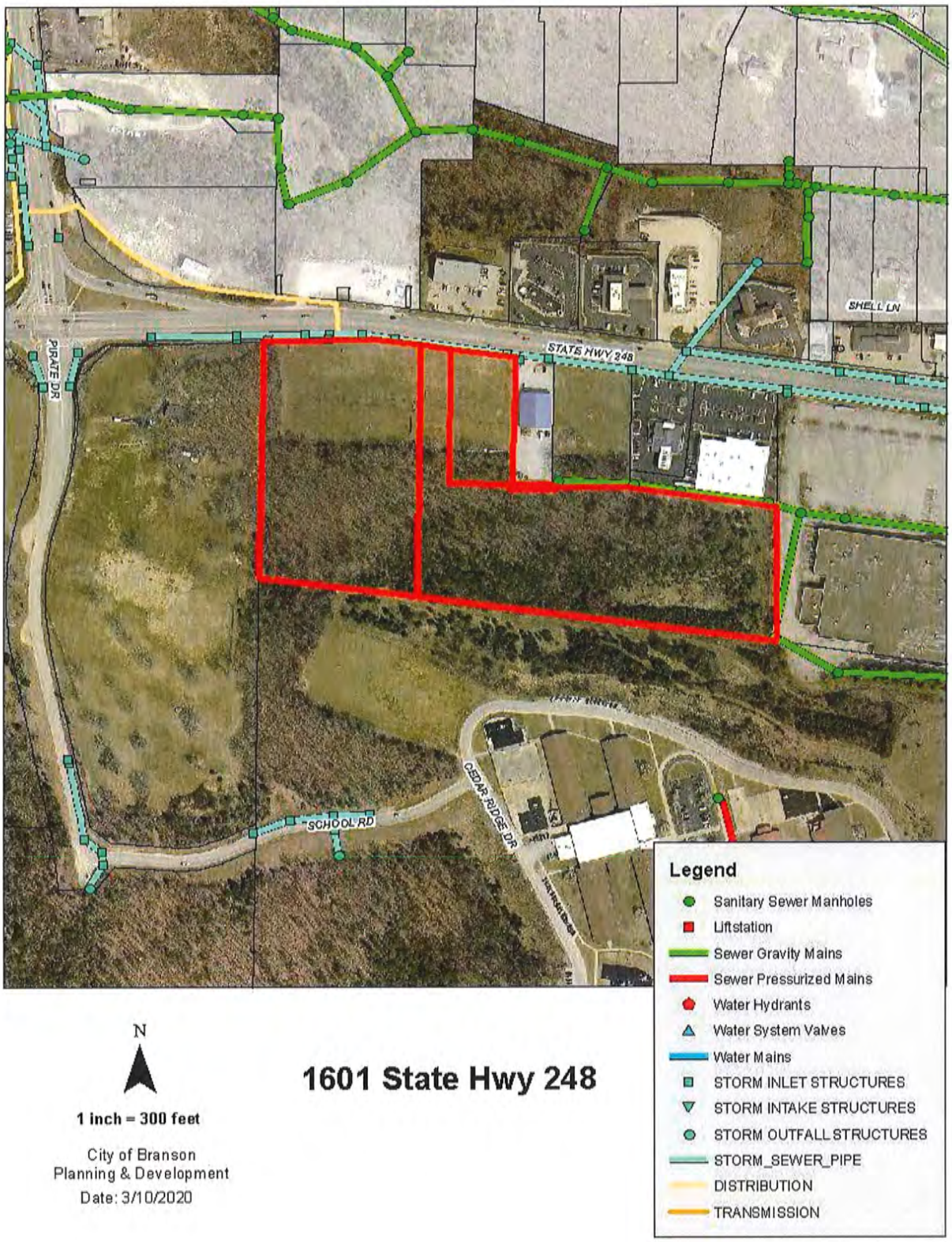
___ **No impact/Not applicable**
___ **Budgeted in the current year's budget**
X **Other (see additional explanation)**

STAFF RECOMMENDATION:

X **Recommended**
____ **Not Recommended**
____ **Neutral/None**

COMMUNITY PLAN 2030: LU Strategy 3.1 – Infill & Redevelopment

ATTACHED EXHIBITS:
1) Vicinity Maps
2) Planning Commission Resolution 20-8.1



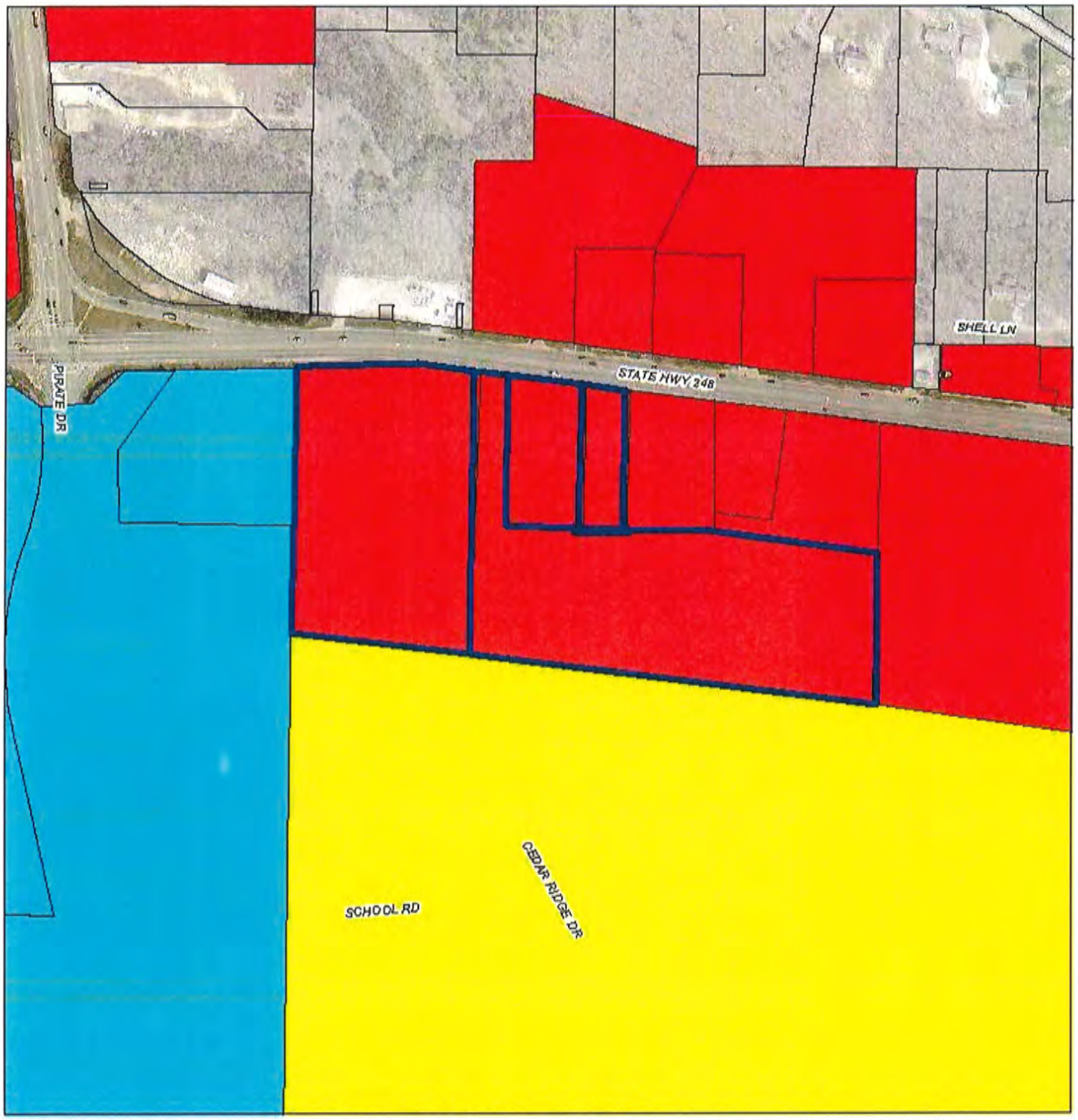
N

1 inch = 300 feet

City of Branson
Planning & Development
Date: 3/10/2020

1601 State Hwy 248

CURRENT ZONING



1601 State Hwy 248

N

1 inch = 300 feet

City of Branson
Planning & Development
Date: 3/10/2020

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

PLANNING COMMISSION

RESOLUTION NO. 20-8.1 (20-00800001)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF A FINAL SUBDIVISION PLAT FOR 248 PARKWAY, PHASE II, FOR THE PROPERTIES LOCATED AT 1601, 1649, AND 1819 STATE HIGHWAY 248, BRANSON, MISSOURI.

WHEREAS, a Subdivision Application has been submitted to the City of Branson by Booker Cook on behalf of Rojana Enterprises, Inc for approval of a Final Subdivision Plat for 248 Parkway, Phase II for the properties legally described as follows:

See Exhibit A

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

WHEREAS, a Public Hearing was held before the Planning Commission on May 5, 2020, at 7:00 PM in the City 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 Final Subdivision Plat for 248 Parkway, Phase II, for the properties located at 1601, 1649, and 1819 State Highway 248, Branson, Missouri, as described in 'Exhibit B', attached hereto and incorporated by reference herein upon certification by the appropriate departments of the City.

DONE THIS 5th OF MAY, 2020, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.

Clark Harris

Clark Harris - Chairman

ATTEST:

Joel Hornickel – Planning and Development Director

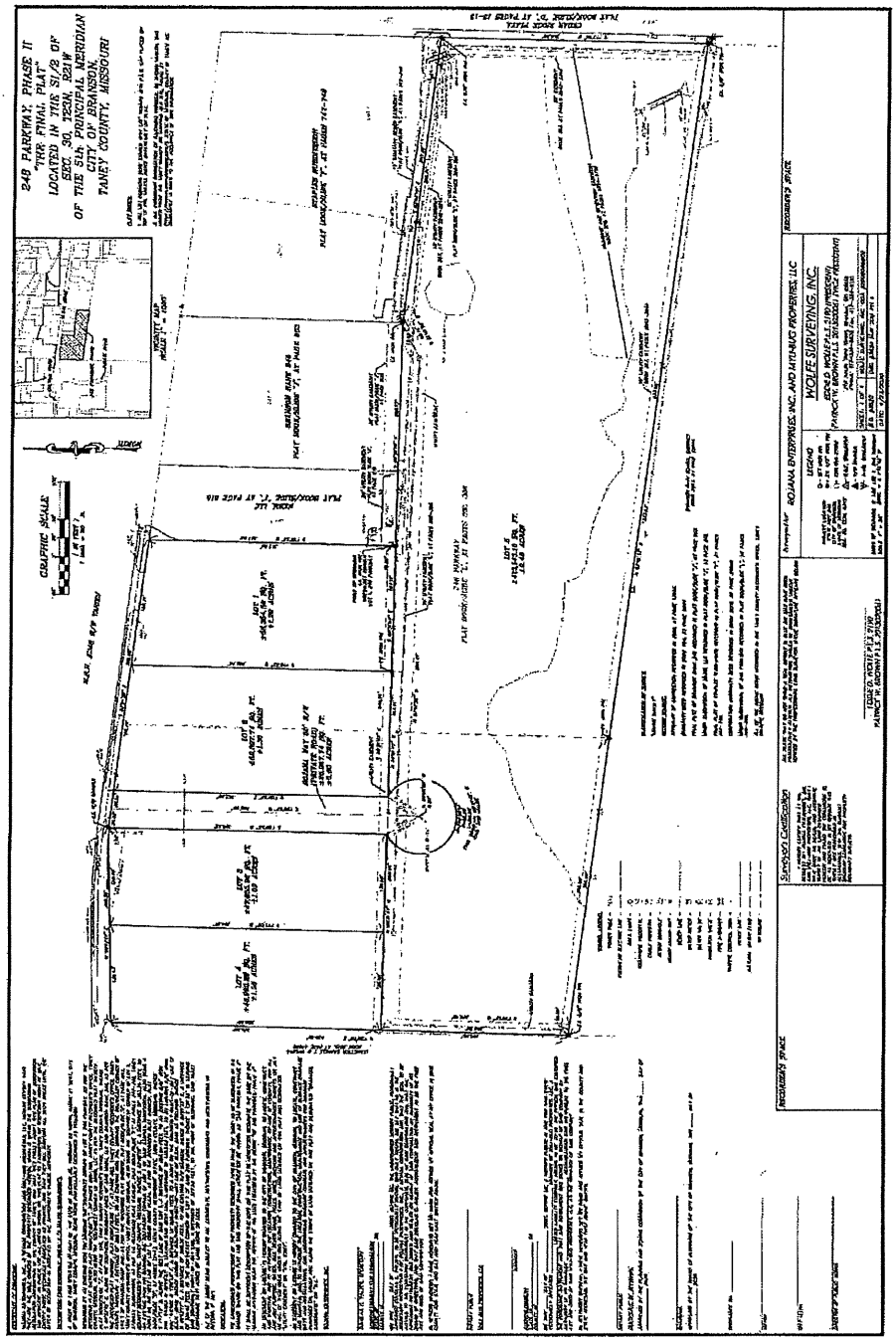
EXHIBIT A

A TRACT OF LAND SITUATED IN PART OF THE S1/2 OF SECTION 30, TOWNSHIP 23 NORTH, RANGE 21 WEST, CITY OF BRANSON, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN MARKING THE SOUTHEAST CORNER OF LOT 1, 248 PARKWAY, AS PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE "L", AT PAGES 385-386, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI, ALSO BEING THE SOUTHWEST CORNER OF MKBM, LLC AS PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE "J", AT PAGE 615, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI; THENCE S 88°32'10" E, ALONG THE SOUTHERLY BOUNDARY LINES OF SAID MKBM, LLC AND BRANSON BANK 248, AS PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE "J", AT PAGE 603, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI, A DISTANCE OF 298.13 FEET, TO AN EXISTING IRON PIN, MARKING THE SOUTHEAST CORNER OF LOT 1 OF BRANSON BANK 248, AS PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE "J", AT PAGE 603, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, STAPLES SUBDIVISION, AS PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE "F", AT PAGES 747-748, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI; THENCE S 82°48'10" E, A DISTANCE OF 383.26 FEET, TO AN EXISTING IRON PIN MARKING THE SOUTHEAST CORNER OF LOT 1 OF SAID STAPLES SUBDIVISION, ALSO BEING A POINT ON THE WEST LINE OF LOT 1, CEDAR RIDGE PLAZA, AS PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE "D", AT PAGES 12-13, TANEY COUNTY RECORDERS' OFFICE, TANEY COUNTY, MISSOURI; THENCE S 1°17'18" W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 356.89 FEET, TO AN EXISTING 5/8" IRON PIN; THENCE N 82°19'33" W, LEAVING SAID WEST LINE, A DISTANCE OF 1333.63 FEET, TO AN EXISTING 5/8" IRON PIN; THENCE N 1°28'13" E, A DISTANCE OF 609.86 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF M.S.H. #248; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF M.S.H. #248 AS FOLLOWS: THENCE N 89°12'17" E, A DISTANCE OF 260.36 FEET, TO AN EXISTING R/W MARKER; THENCE S 82°21'22" E, A DISTANCE OF 386.65 FEET, TO THE NORTHEAST CORNER OF LOT 1 OF SAID 248 PARKWAY; THENCE S 1°21'33" W, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 327.59 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 14.91 ACRES OF LAND, MORE OR LESS.

ALL OF THE ABOVE BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD, IF ANY.

EXHIBIT B



20-00800001

BILL NO. 5820 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR 248 PARKWAY, PHASE II.

WHEREAS, the property owner has petitioned the City of Branson for approval of a Final Subdivision Plat for 248 Parkway Subdivision, Phase II; and,

WHEREAS, on May 5, 2020, the Planning Commission for the City of Branson reviewed the application for said Final Subdivision Plat and recommends approval; and,

WHEREAS, the Board of Aldermen for the City of Branson find that such Final Subdivision Plat is reasonable and necessary.

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

Section 1: The Board of Aldermen for the City of Branson hereby approves the Final Subdivision Plat for 248 Parkway, Phase II attached hereto as Exhibit 'A' and legally described as Exhibit 'B'.

Section 2: The Planning and Development Department is hereby directed to record the Final Subdivision Plat for 248 Parkway, Phase II in the Office of the Recorder of Deeds of Taney County, Missouri, within thirty (30) days of the date of this ordinance, provided all public works improvements have been completed and upon payment by the subdivider of all fees associated with the recording.

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

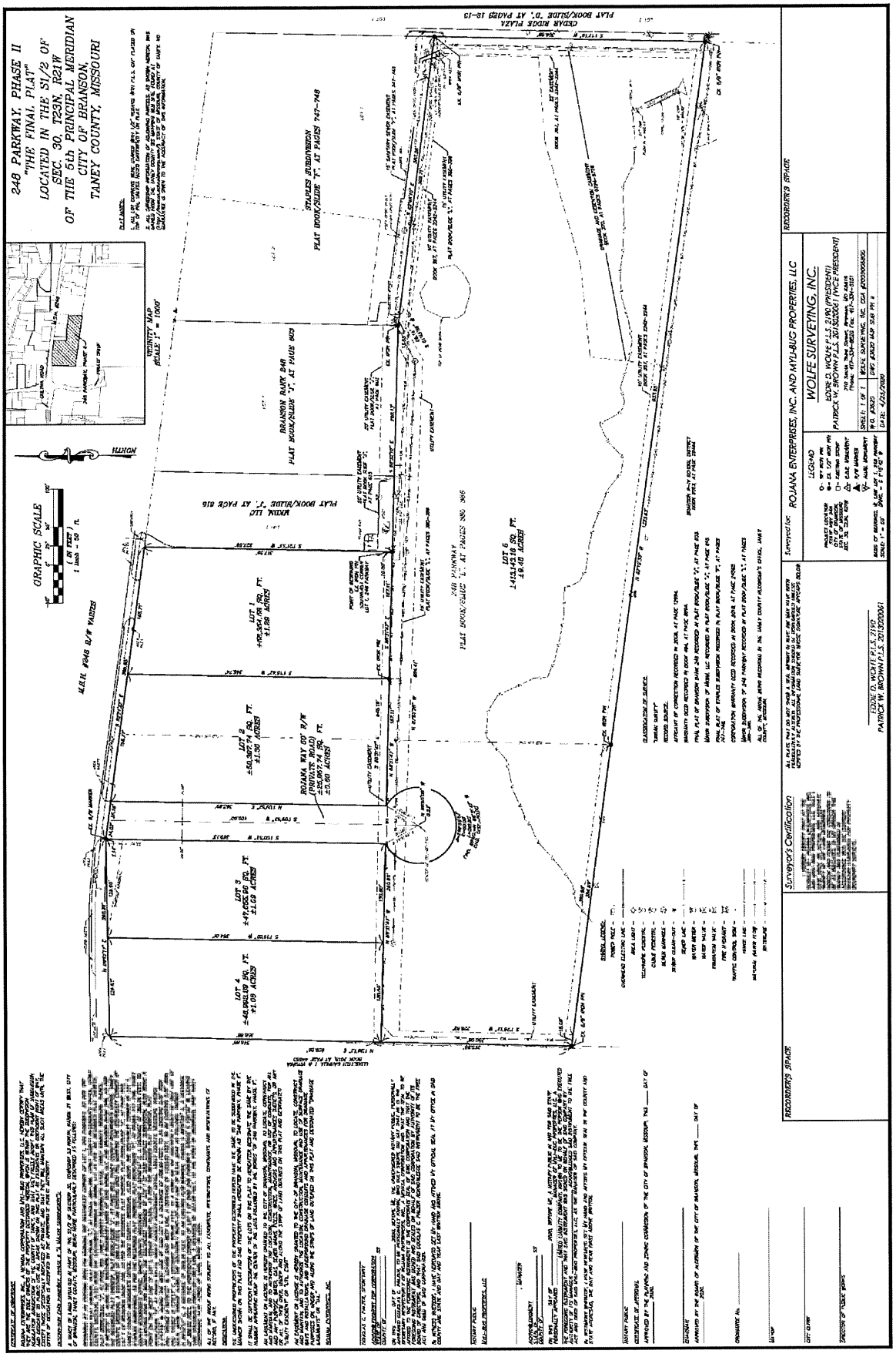
ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

EXHIBIT 'A'



248 PARKWAY, PHASE II
"THE FINAL PLAT"
LOCATED IN THE S1/2 OF
SEC. 30, T23N, R21W
OF THE 5th PRINCIPAL MERIDIAN
CITY OF BRANSON,
TANEY COUNTY, MISSOURI
GRAPHIC SCALE
NORTH
VICINITY MAP
SCALE: 1" = 1000'
STAPLES SUBDIVISION
PLAT BOOK/SLIDE "F", AT PAGES 747-748
BRANSON RANK 248
PLAT BOOK/SLIDE "J", AT PAGE 603
MIKIM, LLC
PLAT BOOK/SLIDE "J", AT PAGE 616
248 PARKWAY
PLAT BOOK/SLIDE "L", AT PAGES 385-386
CEDAR RIDGE PLAZA
PLAT BOOK/SLIDE "D", AT PAGES 12-13
LOT 1
±65,364.08 SQ. FT.
±1.89 ACRES
LOT 2
±50,307.74 SQ. FT.
±1.30 ACRES
LOT 3
±47,055.66 SQ. FT.
±1.09 ACRES
LOT 4
±48,903.09 SQ. FT.
±1.09 ACRES
LOT 5
±413,143.10 SQ. FT.
±9.40 ACRES
ROJANA WAY 00' R/W
(PRIVATE ROAD)
±35,067.74 SQ. FT.
±0.80 ACRES
Surveyor's Certification
Surveyed for: ROJANA ENTERPRISES, INC. AND MYLI-BUG PROPERTIES, LLC
WOLFE SURVEYING, INC.
RECORDER'S SPACE

EXHIBIT 'B'

A TRACT OF LAND SITUATED IN PART OF THE S1/2 OF SECTION 30, TOWNSHIP 23 NORTH, RANGE 21 WEST, CITY OF BRANSON, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALL OF THE ABOVE BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD, IF ANY.

BILL NO. 5821

City of Branson MISSOURI

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL APPROVING AN AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BRANSON AND HDR ENGINEERING, INC. FOR SUBGRADE ANALYSIS AND PRELIMINARY ENGINEERING OF A FLOOD PROTECTION SYSTEM AT THE CITY'S COMPTON DRIVE WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

INITIATED BY: **UTILITIES DEPARTMENT**

FIRST READING: **MAY 26, 2020** **FINAL READING:** **JUNE 9, 2020**

EXECUTIVE SUMMARY:

- Three engineering proposals were received for subgrade analysis, surface and ground water hydraulic modeling, and preliminary design of a flood protection system at the City's Compton Drive Wastewater Treatment Plant. This treatment facility, with its proximity to Lake Taneycomo, has been in danger of inundation from flooding three times since 2011. During these events, water levels from Lake Taneycomo have been only inches from topping the existing berm which surrounds the facility.
- A conceptual design study identifying viable options to provide flood protection at the facility was completed in 2019. A permanent sheet-pile type flood wall with an associated groundwater pumping system was recommended by the study engineer as providing the most adequate permanent protection of the facility.
- The proposals were presented to the Capital Improvements Committee on September 10, 2019. Of the three firms submitting proposals, staff recommended HDR Engineering, with offices in Kansas City, MO, as the best qualifying candidate to perform the required engineering work. After review and discussion of the information, the Committee voted unanimously to approve staff recommendation and proceed with contract negotiations with HDR.
- Staff worked with HDR representatives over a period of several months and identified eleven task segments that will need to be completed in this phase of engineering and analysis. For the performance of work to be completed in this phase of engineering, staff negotiated a not to exceed contract amount of $456,145.00, equaling 4.5% of the anticipated project cost. Funding from the Taney County sewer sales tax will be utilized to reimburse the City's cost for this engineering expense.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

_X_ **Recommended**
____ **Not Recommended**
____ **Neutral/None**

50

COMMUNITY PLAN 2030: EL2035

ATTACHED EXHIBITS:

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DETAILED ANALYSIS:

The City's Compton Drive wastewater plant is located in the northeast area of Branson directly adjacent to Lake Taneycomo. This 5.3 million gallon per day facility is used to provide sewage treatment for residents and businesses in the City and a large area in Taney County north and west of the Branson city limits. Since 2011 this facility has been threatened by floodwaters during multiple flooding events which have resulted in historic water releases from Table Rock Dam. With each flood event, water levels in Lake Taneycomo have come increasingly close to breaching an existing protective berm that surrounds the facility. If an inundation were to occur, the facility will be out of service for an extended period of time which will result in catastrophic environmental damage coupled with major economic consequences to the City, region, and State.

Prior to 2011, the Compton facility was considered safe from flooding with the security of its protective berm and flood control that is provided by the Army Corps of Engineers White River dam system. However, since 2011 the Corps has had to release historic amounts of water from Table Rock Dam, up to 73,000 cubic feet per second, due to multiple historic rainfall events over the White River watershed. Given these situations, the current level of flood protection is not adequate due to the limits of storage in Beaver and Table Rock lakes when impacted by such storms.

Following construction and completion of final expansions of the Compton facility the Corps installed additional spillway gates at Table Rock Dam and re-assessed and raised the floodplain levels along Lake Taneycomo. These changes were based on new analysis and information performed by the Corps regarding potential flood conditions that could impact the White River watershed.

Following a severe flooding event in December 2015, the City contracted with an engineering consultant to perform study options for flood protection at the Compton facility. From that research, the consultant recommended the purchase of a temporary system to protect the facility during an interim basis. In 2017, just prior to a third extreme flood event, the City invested $233,000 in a portable temporary AquaDam system to extend the height of the facility berm during a flood event. This improvement has helped provide some assurance that the Compton facility can be protected from a water level on Lake Taneycomo up to a 50-year flood event.

For permanent protection, the study consultant recommended the construction of a sheet-pile construction flood wall around the perimeter of the Compton facility for protection against water levels equaling a 100-year flood level on Lake Taneycomo. Work in this phase of the project will include the next steps in going forward with the design of the flood wall.

The work of this phase has been broken out into individual tasks and outlined in the attached contract scope of work, including geotechnical and geophysical investigations which will provide

accurate depth of bedrock and thorough information regarding all subsurface materials. These technologies utilize seismic surface waves and electrode currents to measure signal velocities retrieved from various levels of ground strength. Coupled with traditional geotechnical borings the subsurface information generated is highly accurate highlighting all subsurface anomalies and bedrock variations across the site.

Surveys of the ground surface within and adjacent to the facility will be conducted along with the floor of Lake Taneycomo for hydraulic modeling purposes, defining floodway limits and limits for no-rise conditions. From the analysis and surveys, HDR will establish design criteria for structural requirements including required depth of the wall and capacity of required groundwater pumps.

HDR will meet with all required regulatory agencies, providing necessary project information to obtain future required permits, approvals, and possible certifications. A series of progress meetings and workshops will be held during this design phase with outcomes and recommendations to be presented to the Board of Aldermen at a future study session prior to finalization of the required Basis of Design Report which will be provided to the City.

HDR's submitted proposal for this project was highly detailed and comprehensive in discussion of project approach. HDR possesses extensive experience in the type of work to be performed. Charles Sievert will be the lead project manager. Mr. Sievert has significant experience with the design of flood protection systems and was involved with the study phase of this project while working with Black and Veatch Engineering. Eric Dove will also perform in a principal role in this project. Mr. Dove has extensive experience working with regulatory agencies concerning flood protection projects, water modeling, and floodplain mapping. The HDR group has a good level of experience specifically with local floodway/floodplain mapping and has been involved with work surrounding the Branson Landing. Staff contacted references provided by HDR. Each spoke openly about their experience working with the firm with largely favorable comments.

The value of the Compton facility is approximately $80,000,000. To relocate the Compton facility would exceed $100,000,000. The City has invested $96,800 in the conceptual study. HDR has provided a not to exceed price of $456,145 to perform all necessary work for this phase of design. The attached contract is written as compensation for time and materials up to the maximum limit. Should the combination of tasks total less than the upper limit, or should it not be necessary to complete a specific task, the City will not be responsible for the remaining gap of the total contract amount.

For reference in moving the project beyond this phase, HDR has also provided an estimated cost of $480,000 to complete final design and develop plans and specifications for construction of the project and $614,000 if the City were to utilize full support, review and inspection services from their firm. Final design costs, support services costs, and all construction costs have been included in the following grant funding requests.

Because of the unavailability of capital funds, the City is diligently seeking funding through CDBG-MIT grant funds that have been set aside for five zip codes in Missouri for hazard mitigation projects and funds from the Economic Development Association. Protection of the Compton Drive Wastewater Treatment Facility from future flooding is an exemplary project for the intended use of these funds.

BILL NO. 5821 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BRANSON AND HDR ENGINEERING, INC. FOR SUBGRADE ANALYSIS AND PRELIMINARY ENGINEERING OF A FLOOD PROTECTION SYSTEM AT THE CITY'S COMPTON DRIVE WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson requested proposals for subgrade analysis, surface and ground water hydraulic modeling and preliminary engineering of a flood protection system at the Compton Drive wastewater treatment plant; and

WHEREAS, a contract to perform the necessary subgrade analysis, surface and ground water hydraulic modeling, and preliminary design of a flood protection system with HDR Engineering, Inc. has been recommended for approval by the Capital Improvements Committee; 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 HDR Engineering, Inc. for subgrade analysis and preliminary engineering of a flood protection system at the Compton Drive wastewater treatment plant in the amount not to exceed $456,145.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

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

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

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney

ROUTING ORDER	(1) CONTRACT MGMT. (3) CITY ADMINISTRATOR	(2) CITY ATTORNEY (4) ORIGINATING DEPT. (5) CONSULTANT
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:
(X) NEW CONTRACT		( ) RENEWAL OF CONTRACT NO. _____

CITY	CONSULTANT
CITY OF BRANSON 110 W. MADDUX, SUITE 310 BRANSON, MO 65616 PHONE: (417) 243-2740 FAX: (417) 334-9519 CONTRACT ADMINISTRATOR: MIKE RAY, DIRECTOR DEPT: UTILITIES	NAME: HDR ENGINEERING, INC. ADDRESS: 10450 HOLMES ROAD, SUITE 600 KANSAS CITY, MO 64131 PHONE: 816-360-2700 FAX: 816-360-2777 ATTN: JOSEPH E. DRIMMEL, SR. VICE PRESIDENT SSN/EIN: 47-0680568

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

WHEREAS, the City of Branson requires professional engineering services in connection with engineering design of the Compton Drive Wastewater Treatment Plant Flood Protection Improvements Phase 2 - Preliminary Design. This Agreement is made as of the _____ day of _____, 20____, by and between the City of Branson, Missouri (hereinafter referred to as CITY) and HDR Engineering, Inc., specializing in consulting engineering services (hereinafter referred to as ENGINEER).

WHEREAS, CITY and ENGINEER, in consideration of their mutual covenants agree as follows: ENGINEER shall serve as CITY's professional engineering consultant per the assignments delineated in writing in this Agreement and the attached scope of work, and shall give consultation and advice to CITY during the performance of its services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri, and qualified in a field relevant to the services required by the scope of this Agreement.

Neither ENGINEER nor any of its agents shall act on behalf of, or in the name of CITY, except as provided in this Agreement.

SECTION I – AUTHORIZATION OF SERVICES & STANDARD OF CARE

1.1 Services on any assignment shall be undertaken only upon written authorization of CITY and agreement of ENGINEER pursuant to this Agreement and the scope of work.

1.2 Assignments are delineated in this Agreement and the attached scope of work. CITY shall not compensate ENGINEER for items outside of these parameters.

1.3 The standard of care for ENGINEER under this Agreement shall be the care and skill ordinarily used by members of the engineering profession practicing engineering for municipalities in the

United States of America.

SECTION 2 – BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 ENGINEER shall perform professional engineering services in connection with the specifically authorized Project as provided for in this Agreement and Scope of Work attached hereto as Exhibit "A" to this Agreement and named as Compton Drive Wastewater Treatment Plant Flood Protection Improvements Phase 2 - Preliminary Design.

2.1.2 Except as provided in this Agreement all communication between ENGINEER and any Contractor or Subcontractor shall only be through CITY.

2.1.3 ENGINEER understands that time is of the essence in this Agreement, and services shall be rendered promptly to not delay CITY or any applicable Contractor.

2.1.4 ENGINEER shall be responsible to CITY for costs of errors or omissions by ENGINEER or its consultant that are a breach of the standard of care.

2.1.5 ENGINEER shall coordinate the services of all design consultants for the Project.

2.2 Preliminary Design Phase

2.2.1 ENGINEER shall furnish to CITY such documents and design data as may be required for, and assist in the preparation of the required documents so that CITY may secure approval from Missouri Department of Natural Resources, US Corps of Engineers, Missouri Dept. of Conservation, Federal Emergency Management Association (FEMA) and such other governmental authorities as have jurisdiction over design criteria applicable to the Project.

2.2.2 ENGINEER shall advise CITY of adjustments in excess of ten percent of the construction cost estimate for the Project caused by changes in scope, design requirements of construction costs and furnish a revised construction cost estimate for the Project based on the Basis of Design Report and Preliminary Design Drawings.

2.2.3 ENGINEER shall furnish three approval copies of the Basis of Design Report and Preliminary Design Drawings and other deliverables as listed in the scope of work for the improvements.

2.2.4 All plans, specifications, estimates, drawings and documents prepared or furnished by the ENGINEER shall conform to federal and state laws and CITY ordinances.

2.2.5 ENGINEER shall furnish one (1) set of full size (24" X 36") Preliminary Design Drawings in pdf format and the Basis of Design Report in Word format.

SECTION 3 – ADDITIONAL SERVICES OF ENGINEER

3.1 Services outside the scope of this Agreement will be agreed to by CITY and ENGINEER, and provided for in an amendment to this Agreement, approved as required by CITY's municipal code.

3.2 ENGINEER shall serve as a witness and be prepared to serve as a witness for the CITY in any litigation or other proceedings involving the Project.

SECTION 4 – RESPONSIBILITIES OF CITY

4.1 Within a reasonable time CITY, to facilitate the authorized activities of ENGINEER, shall provide information in the CITY's possession to meet the requirements of this Project.

4.2 Assist ENGINEER by providing available information when requested pertinent to this Agreement including previous reports and any other available data relative thereto.

4.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property under the control of CITY as required for ENGINEER to perform services under this Agreement.

4.4 Examine, in a timely manner, all studies, reports, sketches, estimates, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto necessary for the completion of this Agreement.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project. The final decision concerning what is required is the CITY and the CITY's alone.

4.6 The CITY's relevant departmental director or his assignee shall serve as CITY'S representative with respect to the services to be performed under this Agreement. This role shall include providing instructions, receiving information, and interpreting and defining CITY's policies in respect to materials, equipment, elements, services, and systems to be used in the Project as described in this Agreement and the attached scope of work.

4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the Project.

4.8 Furnish all required approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

SECTION 5 – PERIOD OF SERVICE

5.1 This Agreement shall become effective after signature of all parties as provided for by the City of Branson Municipal Code.

5.2 This Agreement shall be applicable to all assignments to ENGINEER authorized by CITY pursuant to the tasks included in this Agreement and the attached scope of work.

5.3 Upon mutual agreement of the parties, this Agreement may be extended, renegotiated or terminated.

5.4 Performance time for individual assignments shall be agreed upon at the time of authorization. Work shall be started within ten (10) days of authorization of Notice to Proceed.

5.5 ENGINEER shall complete the preliminary design phase within 270 days from the notice to proceed provided that CITY has met its responsibilities as outlined in Section 4. In the event CITY's review, examination or approval exceeds 30 days, and/or review and approval from all governmental agencies having jurisdiction over the preliminary design criteria is not received in a timely manner, both CITY and ENGINEER may agree to renegotiate the completion date herein stated and provide such extension as an amendment to this Agreement to be approved as provided

for in the CITY's municipal code. ENGINEER understands that time is of the essence in this Agreement, and failure to perform in accordance with the timelines presented herein result in a material default of this agreement.

SECTION 6 – PAYMENTS TO ENGINEER

6.1 Amount of Payment:

6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows: for time spent by personnel, payment at the hourly rates indicated in the "Fee Schedule" form, included as Exhibit "B", which will remain at provided amounts during the duration of the agreement period outlined in Section 5 - 5.5.

6.1.2 Expenses incurred by ENGINEER, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, shall be included in the not to exceed amount of this Agreement.

6.1.3 Reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER'S standard rates in effect at the time service is provided and shall also be included in the not to exceed cost of this Agreement.

6.1.4 Professional services rendered to complete the tasks envisioned in this Agreement and the attached scope of work by others as subcontractor(s) to ENGINEER such as any surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required as provided for in section 4.6 shall be included in the not to exceed cost of this Agreement.

6.2 Maximum Amount of Payment

Payment for services rendered under this Agreement shall be subject to the following limitations:

6.2.1 Work performed shall be billed on a time and expense basis in accordance with the following estimates for Tasks 1 thru 12 outlined below:

Task 1	Project Administration	$ 25,300.00
Task 2	Data Compilation	$ 6,380.00
Task 3	Bathymetric Survey	$ 10,476.00
Task 4	Regulatory Agency Meetings	$ 12,075.00
Task 5	White River Hydraulic Modeling	$ 17,320.00
Task 6	Geophysical Investigations	$ 41,045.00
Task 7	Geotechnical Investigations	$137,669.00
Task 8	Geotechnical Engineering	$ 73,640.00
Task 9	Preliminary Design Plans	$ 53,785.00
Task 10	Water Quality Modeling	$ 9,185.00
Task 11	Groundwater Model	$ 31,440.00
Task 12	Basis of Design Report	$ 37,830.00
Total Not to Exceed		**$456,145.00**

Dollar amounts for each Task are estimates. ENGINEER shall be allowed to move dollars between Tasks to accommodate Tasks that vary from estimates. ENGINEER shall provide notice to the CITY as to any dollar amounts that are moved between Tasks. The Total Not to Exceed amount

shall not be exceed the amount listed above without formally amending this Agreement.

6.2.2 Additional services and costs may be included in this Agreement as provided for by amendment, as provided for by the CITY's municipal code.

6.3 Method of Billing

6.3.1 A monthly statement shall be rendered by the ENGINEER to CITY describing all engineering services performed during that month.

6.4 Payment

6.4.1 Payment for engineering services shall be due 30 days after receipt of billing and acceptance of the ENGINEER'S work. CITY may withhold from payment such amount as will, in CITY'S discretion, to protect CITY from any loss, damage or default caused by ENGINEER. Making of payments shall not constitute waiver of any claims by CITY.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Estimates

Estimates of construction cost provided for herein shall be made on the basis of ENGINEER'S experience and qualifications and represent its best judgement as a design professional firm familiar with the construction industry, and specifically the costs associated with the Work required for this Project. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost or cost estimates prepared by ENGINEER.

7.2 ENGINEER shall indemnify, protect and hold CITY harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, arising from claims under The Worker's Compensation Law. Claims for contract damages, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the ENGINEER'S employees or of any person other than his employees and from claims for damages because of injury to or destruction of tangible property, to the extent that any such claims, demands, liabilities and costs are the result of a negligent act, error or omissions of ENGINEER. ENGINEER will defend, indemnify, and hold CITY harmless from claims and demands arising as a result of ENGINEER'S nonprofessional liability which is covered by ENGINEER'S comprehensive general liability insurance policy, and from claims and demands arising out of the award of this contract.

7.2.1 ENGINEER assumes full responsibility for relations with any third parties acting as consultants, subcontractors, agents, suppliers or laborers of the ENGINEER, and shall indemnify and hold CITY harmless from and against, any and all liability, suits, claims, damages, costs (including reasonable attorneys' fees), losses, outlays, and expenses in any manner to the extent caused by, arising out of or connected with the negligent acts, errors or omissions in ENGINEER'S performance of this contract. Prior to engaging any consultant, ENGINEER shall obtain CITY'S consent in writing, which will not be unreasonably withheld if necessary to complete the scope of this Agreement. Final decision on the necessity of such assistance shall be the CITY's alone.

7.3 Termination

This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no

fault of the terminating party. CITY retains the right to terminate the Agreement without cause upon payment of all authorized services as provided up to that time falling under the terms of this Agreement and the attached scope of work.

7.4 Ownership of Documents

All documents, including original drawings, estimates, specifications, written design criteria and written reports made pursuant to this Agreement are and remain the property of the CITY. The ENGINEER shall furnish to CITY a set of reproducible record prints of drawings and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the CITY will use them fully in connection with the project and will not sell them, reuse or permit the reuse of said documents by others in connection with another facility. The transfer of ownership of documents shall not constitute the transfer of any ownership or granting of a license in any proprietary rights that the ENGINEER may have in any data, designs, processes or other information incorporated in the documents.

7.5 Insurance

The ENGINEER will secure and maintain such insurance as will protect it or any of its employees from claims under any worker's compensation laws, claims for damages because of bodily injury including personal injury, sickness or disease, or death, and from claims for damages because of injury to or destruction of tangible property including loss of use therefrom.

7.5.1 General Liability Insurance. ENGINEER shall maintain General Liability Insurance with a company licensed to do business in the State of Missouri. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). CITY must be named as an additional insured.

7.5.2 Automobile Liability Insurance. ENGINEER shall maintain Automobile Liability Insurance with a company authorized to do business in the State of Missouri. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). CITY must be named as an additional insured.

7.5.3 Workers' Compensation Insurance. ENGINEER shall maintain Worker's 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).

7.5.4 ENGINEER shall maintain Professional Liability Insurance with an Insurer approved by CITY in the amount of at least One Million Dollars ($1,000,000.00). All deductibles and Self-insured Retention must be paid by ENGINEER.

7.5.5 ENGINEER shall provide Certificate of Insurance in the amounts and terms set forth above at the commencement of this Agreement and at any other time requested by CITY.

7.6 No salaried officer or employee of CITY shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

7.7 ENGINEER 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 ENGINEER or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

7.8 ENGINEER is an independent contractor and nothing contained herein shall constitute or designate

the ENGINEER or any of its agents or employees as agents or employees of the CITY.

7.9 ENGINEER shall not be entitled to any of the benefits established for the employees of the CITY nor be covered by the Workmen's Compensation Program of the CITY.

7.10 Successor and Assigns

CITY and ENGINEER each binds himself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement, except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in the Agreement without the written consent of the other.

7.11 Notices

All notices required to be in writing may be given by first-class mail addressed to CITY at 110 W. Maddux, Branson, Missouri, and ENGINEER at 10450 Holmes Road, Suite 600, Kansas City, MO 64131. The date of delivery of any notice shall be the second full day after the date of its mailing.

7.12 MAINTENANCE OF STRUCTURES AND SYSTEMS

CITY agrees that structures and systems studied, reviewed, analyzed and/or designed by the ENGINEER are dependent upon CITY's continued operation and maintenance of the project structures and systems in accordance with the construction and operation of the structures and systems, including any ENGINEER prepared operations and maintenance plans. Should CITY fail to maintain the structures to be in full compliance with operations and maintenance plans, OWNER agrees to waive any claims against ENGINEER resulting from any direct or consequential damage resulting from such non-compliance with operations and maintenance plans.

7.13 Mutual Waiver of Consequential Damages

Neither Party to this Agreement shall be liable to the other Party or any entity claiming by or through the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty -- express or implied.

7.14 Allocation of Risks

Allocation of risks and limitations of remedies under this Agreement are business understandings between the parties and shall apply to all theories of recovery, including but not limited to breach of contract or warranty (express or implied), tort (including but not limited to negligence), strict or statutory liability, or any other cause of action. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and subconsultants to CITY and anyone claiming by, through, or under CITY for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of ENGINEER or ENGINEER's officers, directors, members, partners, agents, employees, or subconsultants, shall not exceed $2,000,000.

7.15 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 adjudicated, venue shall

be proper only in the Circuit Court of Taney County, Missouri.

7.16 Extent of Agreement

This Agreement represents the entire and integrated agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.

IN WITNESS WHEREOF, the City of Branson, by and through its Mayor, and HDR Engineering, Inc., by its authorized officer have made and executed this Agreement as of the day and year first above written.

HDR ENGINEERING, INC.

By: _____ 4/29/2020
(Signature) Date

Name: Joseph E. Drimmel
(Printed Name)

Title: Sr. Vice President

Company Name: HDR Engineering, Inc.

Address: 10450 Holmes Rd. Ste. 600
Kansas City, MO 64131

Phone: 816.360.2700

E-Mail: _____

Tax ID: 47-0680568

CITY OF BRANSON, MISSOURI

_____ _____
E. Edd Akers Date
Mayor

ATTEST:

_____ _____
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

_____ #51831 _____ 4/21/20
Chris Lebeck #51821 Date
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Compton Drive Wastewater Treatment Plant Flood Protection Improvements Phase 2 – Preliminary Design

Background

The City of Branson (City) is seeking Consulting Services to evaluate viable flood protection schemes for the Compton Drive Wastewater Treatment Plant (WWTP). The plant is situated along the shore of Lake Taneycomo approximately 1 mile north and downstream of Branson Landing. The City has requested certification in conformance with Code of Federal Regulations, Title 44, Section 65.10 (44CFR65.10). The certification document will be submitted to the Federal Emergency Management Agency (FEMA) for the City's federal levee system after construction is completed.

The Project has been split into four phases:

1. Alternatives Analysis and Conceptual Design Study (Previously completed by others)
2. Preliminary Design (Covered under this SCOPE OF SERVICES)
3. Design, Permitting, and Construction of Levee System Improvements (Future phase)
4. Levee Certification Document Preparation and Submittal (After construction)

The Compton Drive WWTP, with its proximity to Lake Taneycomo, has experienced high water levels as a result of storm events and the Corps of Engineers operation of Table Rock Lake Dam. In the past 9 to 12 years, high water levels equivalent to 40-year flood events have impacted the WWTP three times. During these events, water levels from Lake Taneycomo have been inches from topping the existing earthen berm structure which surrounds the facility. The City desires to take action before being impacted by significant high water events. High water events could cause releases of untreated wastewater flows into Lake Taneycomo and potential physical damage to the WWTP assets or treatment processes which could take it offline for an extended period of time.

The City of Branson has evaluated viable flood protection schemes for the WWTP through a recent Phase 1 – Alternatives Analysis and Conceptual Design Study. Phase 2 – Preliminary Design will go more in-depth with geotechnical and geophysical investigations which allow the Design Professional to refine the flood protection design and groundwater management scheme.

The geotechnical and geophysical investigations will be developed in a step-wise process keeping overall costs as low as possible without compromising the integrity and thoroughness of the investigations. This approach also will apply to the investigation and modeling of the groundwater.

Task 1 - Project Administration

This task includes project communication, progress meetings and meeting minutes and summaries, and trend management to avoid scope or schedule creep. Quality assurance and quality control is effected in each task.

It is anticipated Phase 2 effort will take eight (8) months from the Notice To Proceed. Each monthly invoice will include a project status report. Meetings and workshops are defined within the following Task items.

It is anticipated we will have six (6) monthly progress meetings, two (2) combination progress meetings / workshops, and one (1) presentation to the City Council throughout this Phase. The Workshops and Council presentation are described in the following tasks.

Task 2 - Gather and Review Existing Information and Data

HDR will gather and review existing information and data with assistance from the City. It is anticipated information/data requests to the City as well as from other sources will include but not be limited to the following:

- Compton Drive WWTP as-built records and any follow on modifications to the facilities, geotechnical information, geographic information system data (topography, aerial imagery, parcel information, etc.),
- historical river high water elevations,
- groundwater levels within WWTP footprint (relative to high water elevations in Lake Taneycomo),
- dewatering well characteristics (design, pumping rates, etc.),
- WWTP hydraulic profile, and
- United States Army Corps of Engineers (USACE)/Federal Emergency Management Agencies (FEMA) hydraulic model.

Task 3 - Bathymetric Survey

HDR will use a sub-contractor to perform a bathymetric survey in the White River (Lake Taneycomo) at the WWTP. This information will be utilized in the Hydraulic Modeling to help establish the required floodway limits and also in evaluating strategies to avoid a water surface rise from the construction of the floodwall. The bathymetric survey will use a boat-mounted, multi-frequency, acoustic Doppler profiling SonTeck RiverSurveyor M9 with a real-time kinematic (RTK) global positioning system (GPS) base station. This instrumentation is capable of depth to bottom substrate and survey location. HDR will locate a terrestrial benchmark as nearby surveyed reference point for establishing a known elevation and mounting the RTK GPS base station.

The proposed bathymetric survey locations are shown in Exhibit "1". There are approximately 10 transect locations extending from the right bank to the left bank and will incorporate two passes across the White River. The bathymetric points include approximately 33 cross-sectional (perpendicular to river flow) transects and 13 longitudinal (parallel to river flow) transects. The extent of the horizontal transects is approximately 200 feet upstream and 500 feet downstream of the site. The extent and spacing of the longitudinal transects are the same as the horizontal transects and will focus on higher resolution data adjacent to the site.

Task 4 - Meet with Regulatory Agencies

For this Phase 2 effort, it is anticipated there will be contact with US Army Corps of Engineers – Little Rock District (USACE), Federal Emergency Management Agency (FEMA), and Missouri Department of Natural Resources (MDNR) to make them aware of the City's intention to continue with the investigation of potential flood protection measures. During the Phase 1 effort, it was noted that initial contact was made with each of the three (3) noted entities with each primarily responding; they appreciated the notice but did not anticipate any necessary involvement at that early stage.

In this Phase 2 effort, contact will be made with the three (3) agencies; USACE, FEMA, and MDNR, to discuss our approach to these more thorough investigations and preliminary design efforts and to further evaluate if there is potential funding from these agencies. The additional work that is required by some funding sources is not anticipated to impact the level of effort of our study and investigations but is more a matter of documenting the steps taken. In addition to phone and email correspondence, it is anticipated we will have one (1) face-to-face meeting with each agency on-site at the Compton Drive WWTP. If the individual agencies are agreeable, this could be in a workshop format bringing the parties together in a single meeting on-site.

Task 5 - Review Existing White River Hydraulic Model

Consultant has completed hydraulic modeling on the White River in recent years for the Branson Landing Development and floodway/floodplain mapping under contract with FEMA for a proposed development in Hollister, so we are very familiar with the existing Hydraulic Engineering Center – River Analysis System (HEC-RAS) model. The current FEMA flood mapping shows the Compton Drive WWTP is outside of the regulated floodway but inside of the regulatory floodplain. The City of Branson desires to construct the floodwall while meeting a no-rise condition in the 100-yr flood elevation. We will review with the City the potential perceived impact to upstream properties as a result of the various flood protection schemes and will evaluate grading and culverts that may be needed to meet the no-rise condition.

HDR will obtain the current HEC-RAS hydraulic model of the White River so Duplicate Effective (DEM), Corrected Effective (CEM), and Proposed Condition (PCM) models (including with and without floodwall/berm analysis) can be prepared to determine the effect the proposed floodwall/berm project concept may have on the White River Floodplain. The CEM and PCM will be supplemented with additional cross- sections based on the City LiDAR information and the bathymetric survey conducted under Task 3 of this agreement.

This Task will include providing the water surface elevation at the WWTP for three (3) storm events; 50-year, 100-year, and 500-year. It is anticipated the 500-year flood event will be an unrealistic level of protection to be cost-effectively reached, so it is anticipated this study will focus on the 50-year and 100-yr events with appropriate freeboard, which may or may not contain the 500-year flood event. Design elevation of the floodwall/earthen levee is assumed to be 3 feet above the regulatory Base Flood Elevation (BFE).

Task 6 – Geophysical Investigations

The first phase of field investigation will include the completion of a dual-methodology geophysical survey. HDR's sub-consultant (GeoEngineers) plans to conduct both Multi-Channel Analysis of Surface Waves (MASW) and an Electrical Resistivity Tomography (ERT) at the site.

The MASW soundings will be conducted at up to 25 locations around the perimeter of the proposed sheet pile cutoff wall, spaced at approximately 100-foot interval between soundings. These soundings are intended to give an accurate depth to bedrock at the sounding location and will also provide information regarding subsurface material properties. The ERT will be performed along one (1) 1,255-foot-long traverse roughly parallel to Lake Taneycomo along the proposed sheet pile and flood wall alignment.

MASW first measures seismic surface waves generated from a seismic and analyzes the propagation velocities of those surface waves, and then finally deduces shear-wave velocity (Vs) variations below the surveyed area that is most responsible for the analyzed propagation velocity pattern of surface waves. Shear-wave velocity (Vs) is one of the elastic constants and closely related to Young's and shear moduli. Under most circumstances, Vs is a direct indicator of the ground strength (stiffness) and therefore commonly used to derive load-bearing capacity. A separate technology, ERT will be used to compare and contrast the MASW results.

The ERT method is an electrical testing method where current is induced in the ground using two current electrodes. The electrical potential drop is then read using two other electrodes that can be used to estimate lateral and vertical variations in ground resistivity values. ERT can be used to map geologic variations including: soil lithology (e.g., clay versus gravel), presence of ground water, fracture zones, variations in soil saturation, areas of increased salinity or, in some cases, ground water contamination. ERT can be used to map bedrock depths and geometry; although in most geologic settings MASW is better suited for mapping top-of-bedrock. ERT is often the best option for mapping cavities such as caves, and other karst features. Combining the results of MASW and ERT provides a more accurate picture of the underlying stratigraphy and will be used to help locate the geotechnical borings.

The data will be processed to generate a 2-Dimensional cross-section that shows the ERT traverse, as well as MASW soundings conducted along the ERT alignment and nearby borehole information. The analysis will include estimates about the approximate top-of-bedrock, possible water-filled or air-filled voids, and major bedrock joint traces. The proposed layout will image to a depth of up to 100 feet for the central half of the traverse with data tapering towards the first and last electrodes.

Additional assumptions that have been made in preparation of this proposal are as follows:

- Field work will be performed in accordance with a site-specific job hazard analysis.
- Geophysical data collection will be completed during 5 contiguous field days.
- Field work can be performed using Level D PPE.
- Electrodes will be installed in soil or gravel media.
- We will use a dipole-dipole ERT array with a 5-foot electrode spacing.
- We will employ a 24-channel MASW array with 4.5 hertz geophones.
- Each MASW sounding will employ a 5-foot geophone spacing. If data quality is insufficient an additional sounding will be collected at a 2.5-foot spacing. Perpendicular array layouts may be employed as data quality dictates.

- The proposed ERT traverse will be completed in one to two working days.
- Geophysics work will not be performed during freezing temperatures or precipitation.

Task 7 – Geotechnical Investigations

The Geophysical Phase (Task 6) will yield information on sub-surface anomalies and bedrock variability across the site. This information will be used to customize the location of the geotechnical borings, the types of laboratory work needed and will be able to help fill in missing data between the borings. The subsurface investigation is intended to meet the requirements for an eventual FEMA certification submittal (Phase 4 activity). HDR's sub-consultant (Palmerton & Parrish) will perform the field subsurface investigation consisting of drilling a total of twenty-two (22) subsurface borings. It is anticipated that nineteen (19) of the borings will be drilled around the perimeter of the proposed levee, and three (3) of the borings will be drilled within the footprint area of the Compton WWTP. HDR will provide a geotechnical engineer onsite to log the borings and collect soil samples. Cone Penetration Test (CPT) soundings are recommended in five (5) locations along the proposed levee alignment to help identify the location and extent of sand/gravel lenses. The CPTs will be performed in accordance with American Society for Testing and Materials (ASTM) D3441 and pushed to refusal. ***NOTE: complete listing of ASTM's referenced in this document is located after Exhibit "1".***

Borings will be drilled with track-mounted or truck-mounted CME drill rigs, equipped with calibrated auto hammers. Subsurface borings will be drilled with hollow stem augers (3.25- or 4.25-inch inner diameter) above the groundwater level, and with mud rotary drilling methods below the groundwater level.

Borings will typically be extended to the depth of auger refusal on bedrock or a maximum depth (on average) of about ***45*** feet. An average boring depth of ***45*** feet has been assumed for the purposes of developing costs for this proposal;

Soil sample types will include:

- Split spoon samples collected during performance of the Standard Penetration Test (ASTM D 1586) will be the predominant soil sample type.
- Thin-walled Shelby tube samples pushed hydraulically in advance of drilling (ASTM D 1587) may also be collected where cohesive soils are encountered and undisturbed soil samples are desired.

Soil sample spacing will be as follows:

- In nineteen (19) of the borings, soil samples will be collected at approximately

2.5- foot centers to a depth of 10 feet, and at 5-foot centers below a depth of 10 feet.

- In three (3) of the borings, soil samples will be collected continuously during drilling.
- Approximately 180 feet of NQ2-diameter rock core samples will be collected in six (6) of the borings. The remaining borings will terminate at auger refusal.
- Groundwater levels will be measured during drilling and upon completion of drilling.
- Borings will be backfilled via tremie with Portland cement grout with approximately 5 percent bentonite solids to within approximately 2 feet of the ground surface. Soil cuttings and/or bentonite chips will be utilized to cap off the boring surface; and
- Boring locations will be surveyed by HDR.

Soil samples collected during the completion of field drilling will be sealed and transported to PPI's Springfield laboratory. The anticipated laboratory testing is largely limited to completion of grain size analysis (ASTM D422), with the possibility of some moisture content determination (ASTM D2216), Atterberg Limit determination (ASTM D4318), unconsolidated-undrained triaxial compression tests (ASTM D2850), unconfined compressive strength testing on bedrock (ASTM D7012) and soil permeability testing (ASTM D2434).

Workshop 1 will be held after the first round of geophysical/geotechnical investigations are concluded, the initial contact with Regulatory Agencies is concluded, and initial hydraulic modeling is concluded. This workshop will review the preliminary outcomes of Tasks 2 – 7. The combination of geophysical investigation and physical borings will more than likely fulfil the geotechnical sampling requirements for the design of the floodwall system. The current subsurface conditions however are unknown and in the highly unlikely event additional geotechnical and/or geophysical investigations are recommended, we will discuss the advantages of collecting the information, the risks associated with not collecting the information and develop a detailed proposal before performing the work.

Task 8 – Geotechnical Engineering

HDR will establish the relevant design criteria to be utilized by the Project Team as part of the design and eventual FEMA certification process. The design criteria established during this phase of work will meet the minimum required by FEMA and USACE and will be utilized in subsequent tasks throughout the certification process. The design criteria established for the geotechnical engineering design shall include the following and follow the standard of care required by FEMA and USACE:

Embankment and Foundation Stability (44CFR65.10(b)(4))

- Flooding depth and duration
- Under seepage and embankment through seepage
- Levee embankment and foundation stability
- Review against guidelines in USACE ETL 1110-2-569 (*Design Guidance for Levee Underseepage*), ER 1110-2-1806 (*Earthquake Design and Evaluation for Civil Works Projects*), EM 1110-2-1902 (*Slope Stability*), and EM 1110-2-1913 (*Design and Construction of Levees*)

Embankment Settlement (44CFR65.10(b)(5))

- Embankment loads from flooding and other external sources
- Embankment soil compressibility
- Review against guidelines in USACE EM 1110-1-1904 (*Settlement Analysis*)

Floodwall Analysis (44CFR65.10(b)(4&5) and current USACE criteria)

- Settlement
- Underseepage
- Rotational stability
- Global stability
- Deflection
- Review against guidelines in USACE ETL 1110-2-569 (*Design Guidance for Levee Underseepage*), ETL 1110-2-575 (*Evaluation of I-Walls*), EM 1110-2-2502 (*Retaining and Flood Walls*), ER 1110-2-1806 (*Earthquake Design and Evaluation for Civil Works Projects*), EM 1110-1-1904 (*Settlement Analysis*), and EC 1110-2-6066 (*Design of I-Walls*).
- Prepare a basis of design report to document the design/evaluation criteria that will be utilized for the geotechnical design. This report will be prepared with associated calculations, conversation records, and reference information that form the basis for these design/evaluation criteria.

Task 9 - Preliminary Design

Concept Refinement activities will be based on the recommendations of the Phase 1 study. The recommended floodwall/levee alignment and locations of other components will be used to scope subsurface investigations. The goals of the preliminary design are to address key issues identified by the City, establish design criteria for the flood protection system, refine the budget level cost estimates for the proposed flood mitigation

project, and document refinement activities in a Basis of Design Report to establish a clear path forward.

The floodwall/levee will be preliminary designed using the current Federal Emergency Management Agency (FEMA) requirements outlined in 44 CFR 65.10 using current USACE standard of practice design methodologies, specifically:

- "Design Guidance for Levee Underseepage" USACE ETL 1110-2-569
- ''Soil Mechanics Design-Settlement Analysis'' EM 1100–2–1904
- ''Design and Construction of Levees'' EM 1110–2–1913
- "Design, Construction, and Maintenance of Relief Wells" EM 1110-2-1914
- "Retaining and Flood Walls" EM 1110-2-2502

Specific items to be addressed include:

- Develop preliminary alignment and cross-sections, recommended floodwall type, if an earthen levee is viable for a portion of the project to save costs and depth of sheet pile.
- Develop preliminary sizing and alignments, including modifications to storm sewers, and drainage swales.
- Identify the number of levee penetrations and utilities that may need to be relocated
- Identify the preferred location, sizing, and configuration of effluent outfall and stormwater pump station.
- Review power needs during a flood for providing electrical power to the pump stations.
- Evaluate staff ingress and egress routes during a flood.
- Evaluate up to 2 levee closure structures for vehicular access.
- Develop process, electrical, mechanical, structural, civil, and instrumentation and controls systems design criteria.

Key Understandings and Assumptions:

The preliminary design is assumed to include the following plans which will be developed to preliminary level of detail:

- Preliminary alignment, floodwall size, earthen levee size (if viable) and depth of sheet pile (plan profile and cross-sections).
- Preliminary sizing and alignments for the plant storm sewer (dewatering pump station).
- Location, sizing, and configuration of effluent outfall.
- Approximate number and depth of groundwater pressure relief/ dewatering wells

required.

- Electrical, mechanical, structural, civil, and instrumentation and controls systems design criteria.
- Data will be imported from the various sources into an ArcGIS and AutoCAD format in the Project coordinate system. Selected data not already in a digital format will be digitized as needed and the ortho digital aerial photography will be utilized to develop data layers such as wetland boundaries.
- No sampling work to identify the extent of potential contamination by hazardous materials is included in this scope.

Information and Services Provided by Others:

- City will have appropriate staff to attend the Kickoff meeting and assist Consultant in reviewing Key Issues.
- City will provide timely review and comment on the draft Concept Design Report prior to the Concept Design Workshop.

Task 10 – Taneycomo Water Quality Modeling

HDR will estimate potential water quality impacts that could occur in Lake Taneycomo if treatment processes at the Compton Drive WWTP were compromised by natural events. Impacts will be estimated using the existing water quality model developed as part of the 2012 Cooper Creek WWTP antidegradation review study. As part of this task, HDR will evaluate the following two scenarios:

- Discharge of untreated waste to Lake Taneycomo during high flow conditions in the lake, and
- Discharge of untreated waste to Lake Taneycomo during low flow conditions in the lake.

The water quality evaluation will be limited to an assessment of nutrient, bacteria, dissolved oxygen, and ammonia impacts in Lake Taneycomo. This task assumes that the City will provide the 2012 water quality model (or that it can be obtained from MDNR), as well as at least five years of influent data that can be used to characterize untreated waste pollutant concentrations and flows for model parameterization. Results of the assessment will be summarized in a brief technical memorandum.

Task 11 - Groundwater Modeling

Based on prior flooding events, there is a strong hydrogeological connection between Lake Taneycomo and the interior of the treatment plant site. We anticipate there are gravel seams and utility trenches that allow the groundwater to quickly move to the interior of the levee. During the geotechnical engineering task, a 2-Dimensional seepage model will be developed based on the geophysical and physical samples collected at the site. Depending on the number and depth of the seams, the 2-Dimensional seepage model

may not be able to fully recreate the site conditions and may not adequately estimate the required pumping from the interior of the proposed levee. A 3-dimensional (3-D) groundwater model (MODFLOW model) may be necessary to simulate groundwater flow and quantify subsurface seepage from Lake Taneycomo toward the Compton Drive Wastewater Treatment Plant (CDWWTP) under flood conditions to support preliminary design of flood protection features. If necessary, the new MODFLOW model will provide a more detailed and reliable representation of subsurface conditions, including depth to bedrock, soil types and hydrogeologic properties controlling seepage than the previously completed Conceptual Level Groundwater Seepage Analysis (conducted during Task 8).

If necessary, the HDR Team will develop the model and perform initial simulations for the existing conditions, with the purpose of testing it against newly collected groundwater-level data to establish a model that can be considered able to meet the objectives of the preliminary design. The HDR Team will review the existing (Phase 1) groundwater model documentation with regard to model design, scenarios tested, and results. The new model will be setup similarly based on the four available soil borings information (used during development of the Phase 1 model) and findings from the proposed Geophysical and Geotechnical Field Investigation.

The proposed conditions model would then be used to simulate several well pumping scenarios for which the results will inform the desirable number, pumping rates, and configuration of dewatering wells necessary to maintain groundwater below ground surface within the perimeter of the flood wall during a 100-yr flood event for up to 4 sheet pile depth scenarios. Parameter sensitivity analysis will be performed with the model by updating the model parameters (soil/rock hydrogeologic properties and properties controlling the connection with Lake Taneycomo) within reasonable ranges to develop the expected range of possible pumping rates that will be required to achieve the desired groundwater levels. This will only be done for a subset of the model runs performed— those that are considered the optimal or near optimal.

HDR will develop a technical memorandum which documents groundwater modeling activities performed and presents model setup, pumping scenario descriptions, selection of the desirable pumping scenarios, descriptions of sensitivity analyses, model uncertainties and limitations, and model results. The recommended pumping scenarios will be described to guide the preliminary design of an effective flood protection system.

Task 12 – Basis of Design Report

The culmination of this Phase 2 effort will be a DRAFT Preliminary Design Report with three (3) floodwall/levee options. Following a fourteen (14) day review period, there will be a Workshop with City Staff to review three (3) design options including estimated costs. It is anticipated this Workshop 2 will be a ½ day workshop that will review

alternatives of the flood wall design for the 100-year design storm and 3-feet of freeboard. Six (6) hard copies and one (1) electronic DRAFT report will be submitted.

The outcome of this Workshop will be to narrow down the three alternatives to one (1) alternative which will then be presented to the City Council for consideration. It is anticipated this final alternative may be a modification of one of the three alternatives so those modifications will be completed and reviewed with City Staff prior to the presentation to the City Council.

With the City Council review and consent of the chosen alternative, the Preliminary Design Report will be finalized. Six (6) hard copies and one (1) electronic copy will be submitted.

Assumptions:

- Model will be developed in the USGS code MODFLOW, and simulations will be performed in steady-state (assumes equilibrium conditions with no changes in aquifer storage).
- The 100-year flood stage of Lake Taneycomo (718.5 ft) will be the only stage simulated.
- As part of the calibration without flood wall, the level of Lake Taneycomo will be set equal to that measured (or estimated) during the time of any available groundwater level measurement (or estimates). Any existing dewatering pumping occurring during the calibration time period will be incorporated into the model (to prevent introduction of model parameter compensation/bias).
- Seep data from manufacturers of proposed sheet piling will be incorporated into the calibration of the groundwater model if possible. Difficulties may arise in deriving targeted flow rates from large uncertainties associated with upscaling manufacturer seep data to the simulated site conditions.
- Seepage derived from the bedrock will be constrained by hydrogeologic properties estimated from the newly collected data from the Geotechnical Field Investigation. The carbonate bedrock will be explicitly simulated with the model.
- Assumptions about vertical hydraulic conductivity from the Phase 1 model will be retained, and the sensitivity of this parameter on predicted dewatering rates will be investigated.
- Model will incorporate a constant rainfall recharge rate, the same as used in the Phase 1 model, and sensitivity of this parameter on predicted dewatering rates will be investigated.
- Initial assumptions about the permeability and thickness and sediments at the bottom of Lake Taneycomo (1 foot per day, and a thickness of 2 feet) from the Phase 1 model will be retained, but may be adjusted to achieve adequate model performance. Sensitivity of this parameter on predicted dewatering rates will be investigated.

- Model boundary conditions from the Phase 1 model will be reviewed and adjusted if necessary with the goal of achieving the most realistic model setup.
- The evaluation will not consider surface water overtopping the levee and infiltrating through the soils at the site.
- Well pumping scenarios will be developed from a limited number of cutoff wall depth/property combinations.
- The technical memorandum will consist of approximately 15 to 20 pages of text, and include appropriate Appendices.

Exhibit "1"

Bathymetric Survey Limits

American Society for Testing and Materials (ASTM) directory:

- ASTM D3441 – Standard Test Method for Mechanical Cone Testing
- ASTM D1586 – Standard Test Method for Penetration Test w/Split Spoon
- ASTM D1587 – Standard Practical for Thin-Walled Tube Sampling
- ASTM D422 – Standard Test Method for Practical-Size Analysis
- ASTM D4318 – Standard Test Method for Liquid Limit, Plastic Limit, Plasticity Index
- ASTM D2850 – Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test
- ASTM D7012 – Standard Test Method for Compressive Strength and Elastic Moduli of Intact Rock Core Specimens
- ASTM D2434 – Standard Test Method for Permeability of Granular Soils

Exhibit "B"
Fee Schedule
Compton Drive Wastewater Treatment Plant Flood Protection Improvements Phase 2-Preliminary Design
Scope and Fee 3.3.2020

	Sievert, Charles E (Charlie)	Dove, Eric J	Corani, David J	Christiansen, John F	Stober, John T (Trent)	Butterfield, Michale	Denlinger, John K	Parks, Neil	Coleman, Brandon J	Heler, Travis J	Yokle, Johnny R	Jasper, James F	Braden, Larry M	Cook, Darren E	Wiseman, David L	Jacobs, Wesley	Poepsel, Patrick	Barnett, Timothy	Janbakhsh, Lyndale	Herkins, Jeremy	Mynatt, Andrea B	Rossman, Nathan R	Haney, Dwight D	HDR Expenses	Subconsultants	Total
Rate Schedule Code	Technical Specialist	Senior Project Manager I	Environmental/WQ Scientist II	Environmental/Water Quality Scientist I	Senior Technical Specialist	Engineer IV	Senior Project Manager II	Engineer II	Senior Project Manager II	Project Manager III	Senior Land Surveyor	Survey Technician III	Survey Technician II	Cadd/GIS Technician III	Technical Specialist	Senior Technical Specialist	Technical Specialist	Engineer III	Engineer II	Project Control	Project Admin	Engineer II	Environmental/Water Quality Scientist III			
Billing Rate	$250.00	$225.00	$160.00	$135.00	$275.00	$195.00	$250.00	$135.00	$250.00	$195.00	$160.00	$115.00	$80.00	$130.00	$250.00	$275.00	$250.00	$160.00	$135.00	$95.00	$95.00	$135.00	$190.00			
TASKS																										
Task 1 - Project Administration																										
Project Communication, progress meetings, QA/QC	40	24					0		4	12					4		8	8		12	12					$25,300
Subtotal Hours	40	24				0	0	0	4	12	0	0	0	0	4	0	8	8	0	12	12	0	0			
Subtotal Dollars	10000	5400				0	0	0	1000	2340	0	0	0	0	1000	0	2000	1280	0	1140	1140	0	0	0	0	$25,300
Total Task 1																										$25,300
Task 2 - Gather and Review Existing Information & Data																										
Gather & Review Existing Information	4	4								16				8				2								$6,380
Subtotal Hours	4	4				0	0	0	0	16	0	0	0	8	0	0	0	2	0	0	0	0	0			
Subtotal Dollars	1000	900				0	0	0	0	3120	0	0	0	1040	0	0	0	320	0	0	0	0	0	0	0	$6,380
Total Task 2																										$6,380
Task 3 - Bathymetric Survey																										
Set benchmarks, Integrate LIDAR and perform bathymentric survey in Lake Taneycomo	1										4			8										$200	$8,346	$10,476
Subtotal Hours	1	0				0	0	0	0	0	4	0	0	8	0	0	0	0	0	0	0	0	0			
Subtotal Dollars	250	0				0	0	0	0	0	640	0	0	1040	0	0	0	0	0	0	0	0	0	200	8346	$10,476
Total Task 3																										$10,476
Task 4 - Meet with Regulatory Agencies																										
Contact USACE / FEMA / MDNR	2	2					4			12																$4,290
Site Meeting with Agencies	8	8																						$125		$3,925
Identify Funding Opportunities	2	8								8																$3,860
Subtotal Hours	12	18				0	4	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0			
Subtotal Dollars	3000	4050				0	1000	0	0	3900	0	0	0	0	0	0	0	0	0	0	0	0	0	125	0	$12,075
Total Task 4																										$12,075
Task 5 - White River Hydraulic Model																										
Provide water surface elevation at WWTP for (3) storm events	1	2						48																$300		$7,480
No-rise evaluation	1	2					8	24																		$5,940
Community Center Storm Sewer Design	1	2						16						8												$3,900
Subtotal Hours	3	6				0	8	88	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0			
Subtotal Dollars	750	1350				0	2000	11880	0	0	0	0	0	1040	0	0	0	0	0	0	0	0	0	300	0	$17,320
Total Task 5																										$17,320
Task 6 - Geophysical Investigations																										
Multi-Channel Analysis of Surface Waves & Seismic Refraction Survey lines																	2	4	12					$125	$29,680	$32,565
Workshop 1	8	8						8						8				16								$8,480
Subtotal Hours	8	8				0	0	8	0	0	0	0	0	8	0	0	2	20	12	0	0	0	0			
Subtotal Dollars	2000	1800				0	0	1080	0	0	0	0	0	1040	0	0	500	3200	1620	0	0	0	0	125	$ 29,680	$41,045
Total Task 6																										$41,045

Exhibit "B"
Fee Schedule
Compton Drive Wastewater Treatment Plant Flood Protection Improvements Phase 2-Preliminary Design
Scope and Fee 3.3.2020

	Sievert, Charles E (Charlie)	Dove, Eric J	Caroni, David J	Christiansen, John F	Slaber, John T (Trent)	Butterfield, Michele	Denlinger, John K	Parks, Neil	Coleman, Brendon J	Heier, Travis J	Yokie, Johnny R	Jasper, James F	Braden, Larry M	Cook, Darren E	Wiseman, David L	Jacobs, Wesley	Poepsel, Patrick	Barnett, Timothy	Janbakhsh, Lyndale	Harkins, Jeremy	Mynott, Andrea B	Roesman, Nathan R	Haney, Dwight D	IIDR Expenses	Subconsultants	Total
Rate Schedule Code	Technical Specialist	Senior Project Manager I	Environmental/WQ Scientist II	Environmental/Water Quality Scientist I	Senior Technical Specialist	Engineer IV	Senior Project Manager II	Engineer II	Senior Project Manager II	Project Manager III	Senior Land Surveyor	Survey Technician III	Survey Technician II	Cadd/GIS Technician III	Technical Specialist	Senior Technical Specialist	Technical Specialist	Engineer III	Engineer II	Project Control	Project Admin	Engineer II	Environmental/Water Quality Scientist III			
Billing Rate	$250.00	$225.00	$160.00	$135.00	$275.00	$195.00	$250.00	$135.00	$250.00	$195.00	$160.00	$115.00	$80.00	$130.00	$250.00	$275.00	$250.00	$160.00	$135.00	$95.00	$95.00	$135.00	$190.00			
TASKS																										
Task 7 - Geotechnical Investigations																										
Field subsurface investigation drill twenty-two (22) borings	4	8																							$59,368	$62,168
Coordination with Drill Crew																		8								$1,280
Observe Drilling Operations																			24						$28,500	$31,740
Review Boring Logs and Assign Lab Testing																		4	12							$2,260
Review Laboratory Testing Results																		8							$32,981	$34,261
Field Survey											8	24	24													$5,960
Subtotal Hours	4	8				0	0	0	0	0	8	24	24	0	0	0	0	20	36	0	0	0	0			
Subtotal Dollars	1000	1800				0	0	0	0	0	1280	2760	1920	0	0	0	0	3200	4860	0	0	0	0	0	$ 120,849	$137,669
Total Task 7																										$137,669
Task 8 - Geotechnical Engineering																										
Develop Engineering Parameters																		8	32							$5,600
Slope Stability Analysis for Embankment Levee and Floodwall																	2	16	60							$11,160
Seepage Analysis Embankment Levee and Floodwall																	4	24	96							$17,800
Settlement Analysis Embankment Levee and Floodwall																	4	16	72							$13,600
Bearing Capacity Analysis Embankment Levee and Floodwall																	2	8	36							$6,640
Deep Foundation Analysis for Floodwall																	2	8	36							$6,640
Prepare Geotechnical Report																	4	16	64							$12,200
Subtotal Hours	0	0				0	0	0	0	0	0	0	0	0	0	0	18	98	396	0	0	0	0			
Subtotal Dollars	0	0				0	0	0	0	0	0	0	0	0	0	0	4500	15680	53460	0	0	0	0	0	0	$73,640
Total Task 8																										$73,640
Task 9 - Preliminary Design Plans																										
DRAFT Preliminary Design Plans & Specs	8	16				16	4	16	4	32				48	32	24	4	16	28					$175		$47,475
Opinion of Probable Construction Costs	2	2													8		4	8	8							$6,310
Subtotal Hours	10	18				16	4	16	4	32	0	0	0	48	40	24	8	24	36	0	0	0	0			
Subtotal Dollars	2500	4050				3120	1000	2160	1000	6240	0	0	0	6240	10000	6600	2000	3840	4860	0	0	0	0	175	0	$53,785
Total Task 9																										$53,785
Task 10 -Lake Taneycomo Water Quality Modeling																										
Data Compilation and Analysis			4	8																						$1,720
Model Scenarios			4	20	1																					$3,615
Technical Memorndum	2		4	16	2																					$3,850
Subtotal Hours	2	0	12	44	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Subtotal Dollars	500	0	1920	5940	825	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		$9,185
Total Task 10																										$9,185
Task 11 -Groundwater Model																										
Develop Existing Condition Model		2												8								62	10			$11,760
Evaluate Pumping Systems for Proposed Conditions		2																8				40	10			$9,030
Document Results	4	1																4				20	4			$5,325
Final Basis of Design Report	4	1																4				20	4			$5,325
Subtotal Hours	8	6	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	16	0	0	0	142	28			
Subtotal Dollars	2000	1350	0	0	0	0	0	0	0	0	0	0	0	1040	0	0	0	2560	0	0	0	19170	5320	0	0	$31,440
Total Task 11																										$31,440

Exhibit "B"
Fee Schedule
Compton Drive Wastewater Treatment Plant Flood Protection Improvements Phase 2-Preliminary Design
Scope and Fee 3.3.2020

	Sievert, Charles E (Chevlie)	Dove, Eric J	Caroni, David J	Christiansen, John F	Stober, John T (Trent)	Butterfield, Michele	Denlinger, John K	Parks, Neil	Coleman, Brandon J	Heler, Travis J	Yakle, Johnny R	Jasper, James F	Braden, Larry M	Cook, Darren E	Wiseman, David L	Jacobs, Wesley	Poepsel, Patrick	Barnett, Timothy	Janbakhsh, Lyndale	Harkins, Jeremy	Mynatt, Andrea B	Rassman, Nathan R	Haney, Dwight D	HDR Expenses	Subconsultants	Total
Rate Schedule Code	Technical Specialist	Senior Project Manager I	Environmental/WQ Scientist II	Environmental/Water Quality Scientist I	Senior Technical Specialist	Engineer IV	Senior Project Manager II	Engineer II	Senior Project Manager II	Project Manager III	Senior Land Surveyor	Survey Technician III	Survey Technician II	Cadd/GIS Technician III	Technical Specialist	Senior Technical Specialist	Technical Specialist	Engineer III	Engineer II	Project Control	Project Admin	Engineer II	Environmental/Water Quality Scientist III			
Billing Rate	$250.00	$225.00	$160.00	$135.00	$175.00	$195.00	$250.00	$135.00	$250.00	$195.00	$160.00	$115.00	$80.00	$130.00	$250.00	$275.00	$250.00	$160.00	$135.00	$95.00	$95.00	$135.00	$190.00			
TASKS																										
Task 12 -Basis of Design Report																										
DRAFT Preliminary Design Report	8	16				16	4	16	4	16				16				8	16							$21,520
Workshop 2	8	8																16						$500		$6,860
Presentation to City Council	8	8																						$150		$3,950
Final Preliminary Design Report	4	8								8				8										$100		$5,500
Subtotal Hours	28	40	0	0	0	16	4	16	4	24	0	0	0	24	0	0	0	24	16	0	0	0	0			
Subtotal Dollars	7000	9000	0	0	0	3120	1000	2160	1000	4680	0	0	0	3120	0	0	0	3840	2160	0	0	0	0	750		$37,830
Total Task 12																										$37,830
Total Project Hours	120	132	12	44	3	32	20	128	12	104	12	24	24	112	44	24	36	212	496	12	12	142	28			
Total Project Billing Amount	$30,000	$29,700	$1,920	$5,940	$825	$6,240	$5,000	$17,280	$3,000	$20,280	$1,920	$2,760	$1,920	$14,560	$11,000	$6,600	$9,000	$33,920	$66,960	$1,140	$1,140	$19,170	$5,320	1,675	158,875	$456,145

NOTE: Project Control and Project Admin staff are billed hourly like all staff members and not part of HDR's calculated overhead rate.

BILL NO. 5822

STAFF REPORT

ITEM/SUBJECT: **READING OF A BILL AMENDING THE ADOPTED 2019 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE TOURISM FUND FOR THE BRANSON MO REGIONAL AIRPORT TDD.**

INITIATED BY: **FINANCE/ADMINISTRATION**

FIRST READING: **MAY 26, 2020** **FINAL READING:** **JUNE 9, 2020**

EXECUTIVE SUMMARY:

- The terms of payment by the City under the Pay for Performance (PFP) agreement with the Branson Airport have been discussed at great length in the past. This follows the Board's past practice related to this agreement and it should be noted that since July 16, 2010, $3,147,101.55 has been paid for all billings to date. All funds have come from the Tourism Fund including the approved budget transfer in 2013 to cover the past payments.

- The City has the most recent billing for $80,620.16 which covers the period of time from July 1, 2019 to December 31, 2019.

- If the Board of Aldermen elects to appropriate these funds, staff recommends that the entire payment be made out of the Tourism Fund.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

__X_ **Recommended**
____ **Not Recommended**
____ **Neutral/None**

COMMUNITY PLAN 2030: Strives to provide private and commercial air access to the Branson area.

ATTACHED EXHIBITS:

BILL NO. 5822 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ADOPTED 2019 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE TOURISM FUND FOR THE BRANSON MO REGIONAL AIRPORT TDD.

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

WHEREAS, it is necessary to adjust monies for the Tourism Fund in the 2019 budget; and

WHEREAS, the Board of Aldermen desires to authorize the total payment of $80,620.16 to the Branson MO Regional Airport TDD for services from July 1, 2019 through December 31, 2019.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2019 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2019 Budget of the Tourism Fund.

Account Number	Increase Amount	Decrease Amount
240-1095-510.20-99 (Tourism Fund– Branson Airport)	$80,620	
Fund Balance (Tourism Fund)		$80,620

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

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

_____
E. Edd Akers
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
Chris Lebeck #51831
City Attorney