NOTICE OF MEETING

CITY OF BRANSON

BOARD OF ALDERMEN

Regular Meeting – Tuesday, December 13, 2016 – 7:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

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

BRANSON BOARD OF ALDERMEN
AGENDA

December 13, 2016 **7:00 p.m.**

Meeting Called to Order
Pledge of Allegiance
Invocation – Jamie Rouch
Roll Call

Employee of the Month – Mitchell Null of the Police Department to be presented by Alderman Betsy Seay.

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) November 22, 2016 Regular Meeting

2) Acknowledge Receipt of Minutes:
a) Park Board meeting of October 18, 2016

3) Final Reading of Bill No. 5074 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism Fund.

4) Final Reading of Bill No. 5075 amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund.

5) Final Reading of Bill No. 5076 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the General Fund.

6) Final Reading of Bill No. 5077 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the waterfall in the Debt Service Funds.

7) Final Reading of Bill No. 5078 amending the adopted 2016 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson Airport.

8) Final Reading of Bill No. 5079 approving R-1 One-family Dwelling District Zoning for the property located at 248 River Valley Road.

9) **Final Reading of Bill No. 5080 approving an addendum to the contract with Prolawn and Landscape pertaining to the Gretna Island Project and authorizing the Mayor to execute the contract.**

10) **Final Reading of Bill No. 5081 amending Chapter 22, Business, Chapter 42, Fire Prevention and Protection, Chapter 58, Offenses and Nuisances, Chapter 62, Parks, Recreation and other City Facilities, Chapter 66, Planning and Subdivisions, Chapter 70, Signs, Chapter 78, Streets, Sidewalks and other Public Places, Chapter 86, Traffic and Vehicles and Chapter 94, Zoning of Branson Municipal Code pertaining to the Zoning Code and Temporary Signs. [Zoning Code Amendment]**

11) **Final Reading of Bill No. 5082 accepting the proposal of Hawkins, Inc. for the purchase of chlorination equipment for the Compton Drive Wastewater Treatment Plant and authorizing the Mayor to execute the contract.**

12) **Final Reading of Bill No. 5083 accepting the proposal of Red Municipal & Industrial Equipment Company for the purchase of Sewer Jetter Equipment and authorizing the Mayor to execute the contract.**

13) **Final Reading of Bill No. 5084 accepting the proposal of Springfield Winwater for the purchase of replacement water meters and authorizing the Mayor to execute the contract. [Timeline]**

14) **Final Reading of Bill No. 5085 accepting the proposal of FTC Equipment, LLC. for the rebuild of a submersible sewage pump and authorizing the Mayor to execute the contract.**

15) **Final Reading of Bill No. 5086 accepting the proposal of Greenway Recycling Inc. pertaining to the transport and marketing of recyclable materials for the City of Branson and authorizing the Mayor to execute the contract.**

16) **Final Reading of Bill No. 5087 accepting the proposal of Corporate Business Systems pertaining to copier maintenance for the City of Branson and authorizing the Mayor to execute the contract.**

17) **Final Reading of Bill No. 5088 approving an addendum for the Classification and Compensation Study Agreement from Springsted Incorporated for the City of Branson and authorizing the Mayor to execute the contract.**

18) **Final Reading of Bill No. 5093 approving the renewal of the contract with the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau pertaining to Tourism Marketing.**

19) **Final Reading of Bill No. 5094 approving a Loan Agreement and Promissory Note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson.**

20) Final Reading of Bill No. 5095 accepting the proposal of Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements – Phase III Project and authorizing the Mayor to execute the contract.

[Contract Documents]

REGULAR:

21) Presentation of 2017 Marketing Plan of the Branson/Lakes Area Chamber of Commerce & CVB.

22) A Resolution approving the 2017 Marketing Budget of the Branson/Lakes Area Chamber of Commerce & CVB.

23) A Resolution authorizing a transfer of leasehold improvements including a theater and restaurant at the Old Branson Airport from Ozark Entertainment, Inc. to MTG Entertainment, Inc.

24) A Resolution approving an Assignment of a Commercial Ground Lease from Morrell Hospitality LLC to Branson's Best, Inc., of a portion of city property more commonly known as the Old Branson Airport.

25) First Reading of Bill No. 5097 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Waterfall in the Debt Service Funds.

26) First Reading of Bill No. 5098 amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund for the mandatory redemption.

27) First Reading of Bill No. 5099 amending Chapter 50 of the Branson Municipal Code pertaining to Fair Housing.

28) First Reading of Bill No. 5100 accepting the proposal of Affinity Chemical, LLC for the purchase of operational chemicals used in the City's wastewater treatment processes and authorizing the Mayor to execute the contract.

29) First Reading of Bill No. 5101 approving an Intergovernmental Agreement between the City of Branson and Taney County for the 2016 Byrne (JAG) Grant and authorizing the Mayor to execute the contract.

30) First Reading of Bill No. 5102 approving the renewal of a contract with Mercy Occupational Health for annual Firefighter physicals and immunizations and authorizing the Mayor to execute the contract.

31) First Reading of Bill No. 5096 approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the contract. (Postponed during the December 8, 2016 Special Meeting)

32) First Reading of Substitute Bill No. 5103 approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the document. [Redlined Version]

33) Extension of Ordinance No. 2016-0183 relating to the severance, amendment and restatement of the Master Lease between the City of Branson and HCW Development Company, LLC.

34) Extension of Ordinance No. 2016-0184 relating to a First Amendment to Ground Lease Agreement between the City and the Empire District Electric Company.

35) Extension of Ordinance No. 2016-0185 relating to an Estoppel and Agreement among the City of Branson, HCW Development Company, LLC, HCW Private Development Company, LLC and Cantor Commercial Real Estate Lending, L.P.

36) Extension of Bill No. 5092 relating to six separate severed, amended and restated Branson Landing Leases.

APPOINTMENTS:

37) Appointments.

MAYOR/CITY ALDERMEN/CITY ADMINISTRATOR'S REPORTS

ADJOURN INTO EXECUTIVE SESSION

Closed Executive Session pursuant to 610.021.1 RSMo for litigation and 610.021.3 RSMo for personnel.

ADJOURN

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **RECOGNIZING OFFICER MITCHELL A. NULL EMPLOYEE OF THE MONTH FOR DECEMBER 2016**

DATE: **December 13, 2016**

INITIATED BY: **POLICE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend Mitchell Null as Employee of the Month for December 2016.

BRANSON COMMUNITY PLAN 2030:

W2 – All Employees will be taught, trained and evaluated on living by our Mission and Core Values.

ALDERMAN REPORT:

It is my privilege to present our Employee for the Month for December 2016 – Officer Mitchell Null from the Police Department.

Recently Officer Null became concerned for two brothers he had come in contact with at the Branson Junior High school. He observed that both brothers had been wearing the same clothes to school every day and would once a week trade pants and shirts so it looked like they were wearing different clothes. He checked into their home life and found they lived in a single parent home where that parent was working part-time and the family was in financial difficulty. Office Null contacted his supervisor and asked for permission to seek donations from the Police Department employees to purchase clothes for the brothers. Officer Null was able to raise almost $500.00 which enabling him to take the brothers shopping to purchase new shirts, pants, underwear and socks.

Officer Null saw a need in our community and worked diligently to meet this need. His actions and kindness demonstrate his strong character and devotion to our community. Officer Null displays many of the City of Branson Values and above all the values of *Volunteerism- making a personal commitment to helping others* and *Service & Courtesy – responding to others with respect and helpful attitude.*

On behalf of the Mayor, Board of Aldermen, City Administrator and City staff, it is my honor to present this plaque naming Mitchell A Null as the December 2016 Employee of the Month.

Congratulations, and keep up the good work!

DRAFT

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
November 22, 2016

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met in regular session in the Council Chambers of the City Hall on November 22, 2016 at 7:00 p.m. Mayor Best called the meeting to order with the "Pledge of Allegiance" and Ted Martin gave the invocation.

ROLL CALL

City Clerk Westfall called roll: Mayor Best presiding, Mike Booth, Kirsten Hart, Rick Todd, Betsy Seay, Rick Castillon and Bob Simmons.

Also present from the City were: City Administrator Bill Malinen, City Clerk Lisa Westfall, City Attorney William Duston, Public Works Director and City Engineer David Miller, IT Director Chad Forster, Police Chief Stan Dobbins, Parks and Recreation Director Cindy Shook, Utilities Director Mike Ray, Planning and Development Director Joel Hornickel, Finance Director Jamie Rouch and Fire Chief Ted Martin.

PUBLIC COMMENT

Mayor Best began the Public Comments section of the Board of Aldermen meeting by stating the Board would hear citizens that signed the Speaker's Sheet in the order they are listed on the sheet.

Tate Womack, 3440 W. Highway 76, Branson, Missouri, stated he's speaking on behalf of the Branson Show League to request the City create a Blue Ribbon Task Force for shows and theaters. He mentioned the League has provided additional information to City Administrator Malinen and it believes this documentation, along with the documentation the City already has, validates its request. Mr. Womack commented the League believes the Branson/Lakes Area Chamber of Commerce and Convention and Visitor's Bureau (BLACC & CVB) is not capable of providing independent qualified professional tourism advice to City Council. He added, the goals of the BLACC & CVB are not aligned correctly with the City of Branson or its stakeholders. He explained the League believes the current marketing plan and the proposed 2017 marketing plan are not in the best interest of Branson's shows, which is the number one driver of customers to Branson. Mr. Womack commented it appears at the last City Council meeting City Administrator Malinen was seeking direction from the Board regarding whether or not a Blue Ribbon Task Force was needed. He stated the League believes a Blue Ribbon Task Force is needed and he urged the Board to look out for the League's interests as they are Branson's primary stakeholders and generators of tax dollars. He asked the Board to advise the City Administrator to create a Blue Ribbon Task Force before the City is asked to approve the Chamber's 2017 marketing plan and budget. He added, the League believes the 2017 marketing plan is not only fundamentally wrong, but is not in the League or City's best interest and is flawed in implementation. He thanked the Board for continuing to listen to the League's concerns and he inquired what else could be presented to the Board to convince it of the need to create a Blue Ribbon Task Force. Mr. Womack said he would like to bring August's Branson Visitor Profile to the Board's attention as there are current trends the League sees

that might be helpful to the Board. He offered to provide this information to the Board if they were interested and he provided some statistics that show a significant reduction in first time visitors, shopping, dining, show attendance, Silver Dollar City attendance and the number of visitors to Downtown Branson and the Branson Landing as compared to 2012.

Michael London, 1620 Miller Drive, Branson, Missouri, mentioned he has documentation for the Board and notes from a conversation he had with Jerry Henry of H2R Market Research in December 2015. He stated in relation to the League's concerns about Christmas, there are a number of major things and the Board should know what Mr. Henry's comments were. He reported Mr. Henry told him Branson's brand should not be dropped or changed because it would be very risky as it would take15 years for Branson to create a new brand. He added, Mr. Henry said a younger market is ok to develop in an adjunct way through granular marketing. Mr. London explained this means in order to attract the younger group of people, a mix of directed messages not seen by the core market should be used as to not deter seniors from coming to Branson. Mr. London stated Branson has been changing its brand over the last couple of years even though there wasn't a proper economic forecast done for that purpose. He commented the problem continues and he shared an advertisement for Branson's New Year's Eve Celebration posted on the Chamber's website. He stated the advertisement features five business entities that include the Chateau on the Lake, Big Cedar Lodge, Top of the Rock, The Keeter Center and Hamner's Variety Theater. He pointed out three of the five businesses being promoted in this advertisement are located outside the City of Branson's tax zone and the Tourism Community Enhancement District (TCED) zone. He stated this means the City is collecting money from local citizens which is being spent to market businesses outside the City of Branson. He commented this is really shocking, but what's occurring is stated in black and white. Mr. London said the reason for this can be found by looking at the proposed 2017 marketing plan in which there's a move to regionalize the marketing. He explained this means the Chamber wants to spread out where people go, spreading them out away from the City of Branson. He commented the information the Board has to make decisions from is flawed and he provided an example of this from the last City Council meeting. He mentioned Alderman Booth had inquired of Jeff Siefried, CEO of the Chamber of Commerce, how many theater representatives were on the Chamber's Board and Mr. Siefried responded by saying one-third of the Board represents live entertainment. He stated Alderman Booth then asked for clarification if live entertainment meant theaters. Mr. London commented the Board might have noticed Mr. Siefried said live entertainment instead of theaters and he wants to make sure everyone has a definition of what's being discussed. Mr. London stated, Mr. Siefreid then went on to say theaters is correct and one-third of the Board includes people such as General Managers of theaters to performers and people who have a show as part of a corporation. Mr. London explained one third of the 22 Board members equates to approximately seven people who should represent theaters. He mentioned meeting with the Chairman and Chairman elect and after they carefully examined the Chamber Board's photo roster, they said there were three people on the Board who represented theaters, not seven. He added, the three people they identified were Clay Cooper representing Clay Cooper Theater, Mike Pittman representing Sight and Sound Theater and Dathan Atchison representing Welk Resort. He commented Welk Resort has a theater, but they also have a lot of other interests. He said three people equals 13.6%, not 33.3% and he feels the definition was intentionally expanded to include businesses that even the Chamber Chairperson and Chairperson elect didn't believe should be included in the count. He said it's been announced to the Board of Aldermen that one-third of the Chamber's Board comes from theaters, when in fact not even the Chairpeople think this is the case. He commented this is just one example of many, which he believes the Board of Aldermen is processing information that's not accurate. Mr. London stated the only way to get both sides of the story is to have a Blue Ribbon Task Force. (See attached handouts)

Russ Rosencrans, 365 Crystal Lane, Walnut Shade, Missouri, thanked the Board for the opportunity to speak and introduced himself as the Sales Manager of Branson Zipline. He said his family has a lot of history in Branson and the main reason he's speaking tonight is because he's given a lot of thought to Branson's problems and feels there's been a communication failure. He mentioned the League's been asked why it hasn't reached out and he said there's been important information provided to the City. He referenced a copy of an email sent to City Administrator Malinen that contains a link the Board could visit to help them better understand some of the things going wrong. Mr. Rosencrans commented our country is built upon systems of checks and balances and he feels it's necessary to

have accountability in government and for government to consult professionals about information provided to it. He stated often professionals are hired and they do good work, but they might have different views from someone who was born and raised in Branson. Mr. Rosencrans commented Branson was built on shows and he is thankful for all the entertainers who helped build Branson. He asked the Board to try to imagine Branson over the years without shows and feels if shows are taken out of the picture, Branson has lost everything. He mentioned creating a Blue Ribbon Task Force would fulfill the City's fiduciary responsibility to make certain all of the tax dollars are spent in a wise manner that will bring everyone the greatest return. He urged the Board to create a Blue Ribbon Task Force and he asked what the worst possible thing that could happen would be. He said the City would know what was happening with the marketing money at the CVB. Mr. Rosencrans said groupthink is a psychological phenomenon that occurs within a group of people in which the desire for harmony or conformity in the group results in an irrational or dysfunctional decision-making outcome. He commented group members try to minimize conflict and reach a consensus decision without critical evaluation of alternative viewpoints by actively suppressing dissenting viewpoints and by isolating themselves from outside influences. He added, groupthink requires individuals to avoid raising controversial issues or alternative solutions, and there is loss of individual creativity, uniqueness and independent thinking. Mr. Rosencrans stated the dysfunctional group dynamics of the in-group produces an illusion of invulnerability, an inflated certainty that the right decision has been made. He added, thus the in-group significantly overrates its own abilities in decision-making and significantly underrates the abilities of its opponents, the out-group. He said furthermore, groupthink can produce dehumanizing actions against the out-group. He urged the Board to create a Blue Ribbon Task Force and he thanked the Board for their time. (See attached handout)

Ginger Mackiewicz, 224 South Woods Way, Branson, Missouri, stated she and her husband purchased a motel nine years ago which they recently sold. She reported over the last nine years they noticed less people coming to Branson and mentioned hearing from many people there weren't a lot of new things to do in Branson. Ms. Mackiewicz mentioned she recently attended the Gondola presentation at Shindigs Restaurant and felt it was a very good presentation. She reported the representatives from the Gondola said they have all of their funding and the City would not have to put in a lot of money for the project. She commented she believes the Gondola would be a great marketing strategy for the City of Branson as it would be the first of its kind and would help attract people to Branson. Ms. Mackiewicz said she believes the Gondola would also help alleviate a lot of the traffic build-up on Highway 76. She added, since Branson doesn't have public transportation for its residents the Gondola could also be used for this purpose to help people go to and from work as opposed to taking a cab which can be expensive. She commented she thinks this is something the City needs to consider before this concept goes away and mentioned she is planning to attend the Gondola presentation at the December 13th City Council meeting. Ms. Mackiewicz said she hopes the City will seriously consider doing the Gondola project because it would be a really good asset for Branson.

CONSENT AGENDA

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

Approval of Board of Aldermen Minutes:

a) November 3, 2016 Study Session
b) November 8, 2016 Regular Meeting
c) November 10, 2016 Special Meeting

Acknowledge Receipt of Minutes:

a) Capital Improvement Committee Meeting of February 4, 2016
b) Capital Improvement Committee Meeting of February 18, 2016
c) Capital Improvement Committee Meeting of April 7, 2016
d) Capital Improvement Committee Meeting of June 30, 2016

BILL NO. 5047
Ord. No. 2016-0159 **Approving the renewal of the contract with Allen, Gibbs & Houlik, L.C., for auditing services for the City of Branson.**

Final Reading of Bill No. 5047, an ordinance approving the renewal of the contract with Allen, Gibbs & Houlik, L.C., for auditing services for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0159 was duly enacted.

BILL NO. 5048
Ord. No. 2016-0160 **Approving a Recovery Agreement between the Branson Housing Authority, the United States Department of Housing and Urban Development and the City of Branson.**

Final Reading of Bill No. 5048, an ordinance approving a Recovery Agreement between the Branson Housing Authority, the United States Department of Housing and Urban Development and the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0160 was duly enacted.

BILL NO. 5049
Ord. No. 2016-0161 **Appointing Thomas Motley as Municipal Court Judge.**

Final Reading of Bill No. 5049, an ordinance appointing Thomas Motley as Municipal Court Judge and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0161 was duly enacted.

BILL NO. 5050
Ord. NO. 2016-0162 **Appointing Willard A. Dillow as Special Municipal Judge.**

Final Reading of Bill No. 5050, an ordinance appointing Willard A. Dillow as Special Municipal Judge and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0162 was duly enacted.

BILL NO. 5051
Ord. NO. 2016-0163 **Approving the renewal of the contract with Chemtrade Chemicals US, LLC. for the purchase of operational chemicals used in the City's water and wastewater treatment processes.**

Final Reading of Bill No. 5051, an ordinance approving the renewal of the contract with Chemtrade Chemicals US, LLC. for the purchase of operational chemicals used in the City's water and wastewater treatment processes and authorizing the Mayor to execute the contract was read by title by

City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0163 was duly enacted.

BILL NO. 5052
Ord. NO. 2016-0164 **Approving the renewal of the contract with Hawkins, Inc. for the purchase of operational chemicals used in the City's water and wastewater treatment processes.**

Final Reading of Bill No. 5052, an ordinance approving the renewal of the contract with Hawkins, Inc. for the purchase of operational chemicals used in the City's water and wastewater treatment processes and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0164 was duly enacted.

BILL NO. 5053
Ord. NO. 2016-0165 **Approving the renewal of the contract with Brenntag Mid-South Inc. for the purchase of operational chemicals used in the City's water and wastewater treatment processes.**

Final Reading of Bill No. 5053, an ordinance approving the renewal of the contract with Brenntag Mid-South Inc. for the purchase of operational chemicals used in the City's water and wastewater treatment processes and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0165 was duly enacted.

BILL NO. 5054
Ord. NO. 2016-0166 **Approving an addendum to the contract with Brenntag Mid-South Inc. to provide operational chemicals for the City's water and wastewater treatment facilities.**

Final Reading of Bill No. 5054, an ordinance approving an addendum to the contract with Brenntag Mid-South Inc. to provide operational chemicals for the City's water and wastewater treatment facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0166 was duly enacted.

BILL NO. 5055
Ord. NO. 2016-0167 **Approving the renewal of the contract with PDC Laboratories, Inc. for Biosolids and Wastewater Analysis for the City's wastewater treatment facilities.**

Final Reading of Bill No. 5055, an ordinance approving the renewal of the contract with PDC Laboratories, Inc. for Biosolids and Wastewater Analysis for the City's wastewater treatment facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0167 was duly enacted.

BILL NO. 5056
Ord. NO. 2016-0168 **Approving the renewal of an agreement with Missouri American Water Company for Water Termination Services.**

Final Reading of Bill No. 5056, an ordinance approving the renewal of an agreement with Missouri American Water Company for Water Termination Services and authorizing the Mayor to

execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0168 was duly enacted.

BILL NO. 5057
Ord. NO. 2016-0169 **Approving the renewal of the contract with Prolawn and Landscape pertaining to mowing and weed eating of Utilities Treatment Facilities for the City of Branson.**

Final Reading of Bill No. 5057, an ordinance approving the renewal of the contract with Prolawn and Landscape pertaining to mowing and weed eating of Utilities Treatment Facilities for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0169 was duly enacted.

BILL NO. 5061
Ord. NO. 2016-0170 **Approving amendments to the City of Branson's Human Resources Manual.**

Final Reading of Bill No. 5061, an ordinance approving amendments to the City of Branson's Human Resources Manual was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0170 was duly enacted.

BILL NO. 5062
Ord. NO. 2016-0171 **Accepting the proposal of Donelson Construction Co., LLC pertaining to the 2016 Microsurfacing and Crack Sealing Projects.**

Final Reading of Bill No. 5062, an ordinance accepting the proposal of Donelson Construction Co., LLC pertaining to the 2016 Microsurfacing and Crack Sealing Projects and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0171 was duly enacted.

BILL NO. 5063
Ord. NO. 2016-0172 **Accepting the proposal of Cargill, Inc., Deicing Technology Business D/B/A Cargill Deicing Technology pertaining to the purchase of enhanced deicer.**

Final Reading of Bill No. 5063, an ordinance accepting the proposal of Cargill, Inc., Deicing Technology Business D/B/A Cargill Deicing Technology pertaining to the purchase of enhanced deicer and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0172 was duly enacted.

BILL NO. 5064
Ord. NO. 2016-0173 **Accepting the proposal of Compass Minerals America, Inc. pertaining to the purchase of sodium chloride.**

Final Reading of Bill No. 5064, an ordinance accepting the proposal of Compass Minerals America, Inc. pertaining to the purchase of sodium chloride and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0173 was duly enacted.

BILL NO. 5065
Ord. NO. 2016-0174 **Accepting the proposal of K.W. Leutkemeyer Painting & Wallcovering Co., Inc. pertaining to the 2016 paint striping of various streets.**

Final Reading of Bill No. 5065, an ordinance accepting the proposal of K.W. Leutkemeyer Painting & Wallcovering Co., Inc. pertaining to the 2016 paint striping of various streets and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0174 was duly enacted.

BILL NO. 5066
Ord. NO. 2016-0175 **Accepting the proposal of Mohawk Resources LTD. pertaining to the purchase of a Mohawk Lift.**

Final Reading of Bill No. 5066, an ordinance accepting the proposal of Mohawk Resources LTD. pertaining to the purchase of a Mohawk Lift and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0175 was duly enacted.

BILL NO. 5067
Ord. NO. 2016-0176 **Accepting the proposal of Prolawn and Landscape pertaining to mowing, weed eating and flower bed maintenance for the City of Branson.**

Final Reading of Bill No. 5067, an ordinance accepting the proposal of Prolawn and Landscape pertaining to mowing, weed eating and flower bed maintenance for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0176 was duly enacted.

BILL NO. 5068
Ord. NO. 2016-0177 **Accepting the proposal of Prolawn and Landscape for the purpose of installation of a project at the Owen's Home Site at Lakeside Forest Wilderness Area for the City of Branson.**

Final Reading of Bill No. 5068, an ordinance accepting the proposal of Prolawn and Landscape for the purpose of installation of a project at the Owen's Home Site at Lakeside Forest Wilderness Area for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0177 was duly enacted.

BILL NO. 5069
Ord. NO. 2016-0178 **Approving the renewal of the contract with WCA Waste Corporation pertaining to trash removal and disposal services for the City of Branson.**

Final Reading of Bill No. 5069, an ordinance approving the renewal of the contract with WCA Waste Corporation pertaining to trash removal and disposal services for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0178 was duly enacted.

BILL NO. 5070
Ord. NO. 2016-0179 **Accepting the proposal of Cody Systems for the purchase of maintenance for Police Records Management Software for the City of Branson.**

Final Reading of Bill No. 5070, an ordinance accepting the proposal of Cody Systems for the purchase of maintenance for Police Records Management Software for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0179 was duly enacted.

BILL NO. 5071
Ord. NO. 2016-0180 **Approving the renewal of the contract with Corporate Business Systems pertaining to managed print services for the City of Branson.**

Final Reading of Bill No. 5071, an ordinance approving the renewal of the contract with Corporate Business Systems pertaining to managed print services for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0180 was duly enacted.

BILL NO. 5072
Ord. NO. 2016-0181 **Accepting the proposal of Carson-Mitchell, Inc. pertaining to the Highway 76 Phase IA Surface Improvements Project.**

Final Reading of Bill No. 5072, an ordinance accepting the proposal of Carson-Mitchell, Inc. pertaining to the Highway 76 Phase IA Surface Improvements Project and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0181 was duly enacted.

BILL NO. 5073
Ord. NO. 2016-0182 **Amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism and Capital Funds.**

Final Reading of Bill No. 5073, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism and Capital Funds was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0182 was duly enacted.

Mayor Best opened the floor for a motion to approve all items on the Consent Agenda as amended. Alderman Seay moved to approve, seconded by Alderman Booth. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

REGULAR AGENDA

BILL NO. 5046
Ord. No. 2016-0158 **Adopting a Budget, 5 Year Capital Program, Employee Insurance Rates, Pay/Merit Plan and the Reserve Policy for the City of Branson, Missouri, for the fiscal year January 1, 2017 through December 31, 2017.**

Final Reading of Bill No. 5046, an ordinance adopting a Budget, 5 Year Capital Program, Employee Insurance Rates, Pay/Merit Plan and the Reserve Policy for the City of Branson, Missouri, for

the fiscal year January 1, 2017 through December 31, 2017, was read by title by City Clerk Westfall and a staff report was presented by Administrator Malinen. Mayor Best asked for a motion approving Bill No. 5046. Alderman Booth moved to approve, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Alderman Castillon moved to amend Bill No. 5046 by deleting Section 3 of the Budget document in its entirety and renumbering all pages thereafter, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding the amendment. Hearing none, Mayor Best asked for comments from the Board. Discussion. Mayor Best called for a vote on the amendment. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Mayor Best asked for anyone in the audience wishing to speak regarding Bill No. 5046 as amended. Hearing none, Mayor Best asked for comments from the Board. No discussion. Mayor Best called for a vote on Bill No. 5046 as amended. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0158 was duly enacted.

Approval of the Findings of Fact and Conclusion of Law from the November 8, 2016 hearing against Country Mart #71 for violation of Chapter 6 of the Branson Municipal Code.

Mayor Best asked City Clerk Westfall to provide the introduction for this item. City Clerk Westfall stated this is the approval of the Findings of Fact and Conclusion of Law from the November 8, 2016 hearing against Country Mart #71 for violation of Chapter 6 of the Branson Municipal Code and a staff report was provided by City Attorney Duston. Mayor Best asked for a motion authorizing the Mayor to sign the Findings of Fact and Conclusion of Law from the November 8, 2016 hearing against Country Mart #71 for violation of Chapter 6 of the Branson Municipal Code. Alderman Todd so moved, seconded by Alderman Hart. Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

Update on 3rd Quarter 2016 Taney County Economic Development Partnership by Jonas Arjes.

An update on 3rd Quarter 2016 Taney County Economic Development Partnership was presented by Jonas Arjes. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion.

BILL NO. 5074

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism Fund.

First Reading of Bill No. 5074, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism Fund was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5074. Alderman Castillon moved to approve, seconded by Alderman Seay. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5075

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund.

First Reading of Bill No. 5075, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5075. Alderman Todd moved to approve, seconded by Alderman Booth. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best

asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5076

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for the General Fund.

First Reading of Bill No. 5076, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for the General Fund was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5076. Alderman Todd moved to approve, seconded by Alderman Booth. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5077

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for the waterfall in the Debt Service Funds.

First Reading of Bill No. 5077, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for the waterfall in the Debt Service Funds was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5077. Alderman Todd moved to approve, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

Alderman Castillon left the meeting at 8:09 p.m. due to his conflict.

BILL NO. 5078

Amending the adopted 2016 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson Airport.

First Reading of Bill No. 5078, an ordinance amending the adopted 2016 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson Airport was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5078. Alderman Booth moved to approve, seconded by Alderman Seay. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay and Simmons. Nays: none. Absent: Castillon. Motion carried.

Alderman Castillon returned to the meeting at 8:10 p.m.

BILL NO. 5079

Approving R-1 One-Family Dwelling District Zoning for the property located at 248 River Valley Road, Branson, Missouri.

First Reading of Bill No. 5079, an ordinance approving R-1 One-Family Dwelling District Zoning for the property located at 248 River Valley Road, Branson, Missouri, was read by title by City Clerk Westfall and a staff report was presented by Joel Hornickel. Mayor Best asked for a motion approving Bill No. 5079. Alderman Simmons moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best

asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5080

Approving an addendum to the contract with Prolawn and Landscape pertaining to the Gretna Island Project.

First Reading of Bill No. 5080, an ordinance approving an addendum to the contract with Prolawn and Landscape pertaining to the Gretna Island Project and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Joel Hornickel. Mayor Best asked for a motion approving Bill No. 5080. Alderman Todd moved to approve, seconded by Alderman Booth. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5081

Amending Chapter 22, Business, Chapter 42, Fire Prevention and Protection, Chapter 58, Offenses and Nuisances, Chapter 62, Parks and Recreation and other City Facilities, Chapter 66, Planning and Subdivisions, Chapter 70, Signs, Chapter 78, Streets, Sidewalks and other Public Places, Chapter 86, Traffic and Vehicles and Chapter 94, Zoning of Branson Municipal Code pertaining to the Zoning Code and Temporary Signs.

First Reading of Bill No. 5081, an ordinance a amending Chapter 22, Business, Chapter 42, Fire Prevention and Protection, Chapter 58, Offenses and Nuisances, Chapter 62, Parks and Recreation and other City Facilities, Chapter 66, Planning and Subdivisions, Chapter 70, Signs, Chapter 78, Streets, Sidewalks and other Public Places, Chapter 86, Traffic and Vehicles and Chapter 94, Zoning of Branson Municipal Code pertaining to the Zoning Code and Temporary Signs was read by title by City Clerk Westfall and a staff report was presented by Joel Hornickel. Mayor Best asked for a motion approving Bill No. 5081. Alderman Hart moved to approve, seconded by Alderman Simmons. Mayor Best asked for anyone in the audience wishing to speak regarding this matter.

Rick Huffman, 420 Sunny Brook Drive, Branson, Missouri, stated his company had to spend quite a bit of time working with Planning and Development Director Hornickel during this process and he felt it went really well. He mentioned a lot of changes came from the different meetings and he mentioned one of the topics discussed was timeshare OPCs. He commented he is not in the timeshare business anymore and hasn't been for years, but there were several comments made from people in the audience at these meetings regarding timeshare. Mr. Huffman said he believes this is $150 Million business in our community and he mentioned asking Director Hornickel and Staff if there were any problems with OPCs and inquired how many complaints the City has logged pertaining to OPCs from tourists and customers. He reported the answer he received to this question at the meeting was zero. Mr. Huffman inquired why the City needs to regulate something that's not causing a problem and is an economic benefit to the community. He stated there were a lot of changes with the 100 square foot rule and he said he wonders if this is something that might get tested in court under the State's Landlord Rights Act as it pertains to business owners, who they can lease to and what they can do inside their businesses. Mr. Huffman stated there are liquor laws and standards for this, but he didn't know of any state statutes pertaining to solicitation. He added, it appears to him this could lead to other issues and potential litigation and he doesn't think the 100 square foot rule is really necessary. Mr. Huffman inquired what the City decided for restaurant parking and if it would be one space for every 60 square foot. He mentioned statistics on parking requirements were provided at the Planning Commission meetings from various restaurant franchise groups his company works with around the country. He reported restaurant parking is a very heavy need and he wants to make sure the City gets this correct as it originally had restaurant parking set quite a bit less than this. Mr. Huffman mentioned planned developments were reduced from 10 acres to 5 acres and mentioned this topic is something he and Director Hornickel disagree on. He said he doesn't understand why the City needs to limit the acreage of a planned

development and reported planned developments are used all over the United States increasingly by municipalities. He stated his company has currently developed in five major cities and each of the projects are planned developments that range in size, one being as small as a half-acre for a retail center. He said he likes planned developments and mentioned the one on Highway 248 has developed into a lot of nice brick buildings such as medical buildings and banks. He stated an automotive business' metal building was also put in the district and said if the City encourages planned developments, City Council and the Planning Commission can have a voice in the process. He said under standard commercial zoning people can do whatever they want when building. He commented he doesn't see what's wrong with planned developments and he agrees to disagree with Director Hornickel on this issue and was glad to see this was dropped. He inquired if there was still a three year limitation for planned developments and reported it's costly to go through the planned development process. He stated there's a requirement if someone doesn't build in a planned development within 3 years, it has to be refiled and the process repeated. Mr. Huffman explained there has been an eight year recession in which there were a lot of planned developments around the country that sat for about four to six years. He added, banks loaned money against the properties based upon their zoning. Mr. Huffman commented the properties might have had a zoning of 150 foot within the planned development which is what gave value to the land. He stated if there's a downturn in the economy prohibiting building within three years, then the zoning would be lost which would greatly impact the value of the ground. He added, banks and the community suffer from non-development and he recommended extending this time to around five years before a planned development goes defunct. He stated there's a lot of changing economic conditions and the City needs to allow enough time for everyone involved in the process. Discussion.

Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5082

Accepting the proposal of Hawkins, Inc. for the purchase of chlorination equipment for the Compton Drive Wastewater Treatment Plant.

First Reading of Bill No. 5082, an ordinance accepting the proposal of Hawkins, Inc. for the purchase of chlorination equipment for the Compton Drive Wastewater Treatment Plant and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Mike Ray. Mayor Best asked for a motion approving Bill No. 5082. Alderman Seay moved to approve, seconded by Alderman Booth. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5083

Accepting the proposal of Red Municipal & Industrial Equipment Company for the purchase of Sewer Jetter Equipment.

First Reading of Bill No. 5083, an ordinance accepting the proposal of Red Municipal & Industrial Equipment Company for the purchase of Sewer Jetter Equipment and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Mike Ray. Mayor Best asked for a motion approving Bill No. 5083. Alderman Todd moved to approve, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5084

Accepting the proposal of Springfield Winwater for the purchase of replacement water meters.

First Reading of Bill No. 5084, an ordinance accepting the proposal of Springfield Winwater for the purchase of replacement water meters and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Mike Ray. Mayor Best asked for a motion approving Bill No. 5084. Alderman Simmons moved to approve, seconded by Alderman Booth. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5085

Accepting the proposal of FTC Equipment, LLC. for the rebuild of a submersible sewage pump.

First Reading of Bill No. 5085, an ordinance accepting the proposal of FTC Equipment, LLC. for the rebuild of a submersible sewage pump and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Mike Ray. Mayor Best asked for a motion approving Bill No. 5085. Alderman Castillon moved to approve, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5086

Accepting the proposal of Greenway Recycling Inc. pertaining to the transport and marketing of recyclable materials for the City of Branson.

First Reading of Bill No. 5086, an ordinance accepting the proposal of Greenway Recycling Inc. pertaining to the transport and marketing of recyclable materials for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by David Miller. Mayor Best asked for a motion approving Bill No. 5086. Alderman Booth moved to approve, seconded by Alderman Seay. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5087

Accepting the proposal of Corporate Business Systems pertaining to copier maintenance for the City of Branson.

First Reading of Bill No. 5087, an ordinance accepting the proposal of Corporate Business Systems pertaining to copier maintenance for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Chad Forster. Mayor Best asked for a motion approving Bill No. 5087. Alderman Booth moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5088

Approving an addendum for the Classification and Compensation Study Agreement from Springsted Incorporated for the City of Branson.

First Reading of Bill No. 5088, an ordinance approving an addendum for the Classification and Compensation Study Agreement from Springsted Incorporated for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Administrator Malinen. Mayor Best asked for a motion approving Bill No. 5088. Alderman

Booth moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

The meeting recessed at 9:02 p.m. and reconvened at 9:11 p.m.

BILL NO. 5089
Ord. No. 2016-0183 **Approving the execution of an Agreement related to Severance, Amendment and Restatement of Master Lease between the City of Branson, Missouri and HCW Development Company, LLC, related to the Branson Landing Project.**

First Reading of Bill No. 5089, an ordinance approving the execution of an Agreement related to Severance, Amendment and Restatement of Master Lease between the City of Branson, Missouri and HCW Development Company, LLC, related to the Branson Landing Project; authorizing the Mayor to execute such document and documents related thereto; and authorizing actions consistent therewith was read by title by City Clerk Westfall and a staff report was presented by City Attorney Duston, Rick McConnell of Gilmore & Bell via telephone and Barry Schwartz of HCW Development Company, LLC. Mayor Best asked for a motion approving Bill No. 5089. Alderman Booth moved to approve, seconded by Alderman Todd. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Alderman Seay moved to read Bill No. 5089 for its final reading due to the need for HCW Development Company to meet financing deadlines, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay and Castillon. Nays: Simmons. Motion carried. Final Reading of Bill No. 5089, an ordinance approving the execution of an Agreement related to Severance, Amendment and Restatement of Master Lease between the City of Branson, Missouri and HCW Development Company, LLC, related to the Branson Landing Project; authorizing the Mayor to execute such document and documents related thereto; and authorizing actions consistent therewith was read by title by City Clerk Westfall. Mayor Best asked for a motion approving Bill No. 5089. Alderman Seay so moved, seconded by Alderman Booth. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0183 was duly enacted.

BILL NO. 5090
Ord. No. 2016-0184 **Approving the execution of a First Amendment to Ground Lease Agreement between the City and the Empire District Electric Company related to the Branson Landing Project.**

First Reading of Bill No. 5090, an ordinance approving the execution of a First Amendment to Ground Lease Agreement between the City and the Empire District Electric Company related to the Branson Landing Project; authorizing the Mayor to execute such document and documents related thereto; and authorizing actions consistent therewith was read by title by City Clerk Westfall and a staff report was presented by City Attorney Duston, Rick McConnell of Gilmore & Bell via telephone and Barry Schwartz of HCW Development Company, LLC. Mayor Best asked for a motion approving Bill No. 5090. Alderman Booth moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Alderman Seay moved to read Bill No. 5090 for its final reading due to the need for HCW Development Company to meet financing deadlines, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay

and Castillon. Nays: Simmons. Motion carried. Final Reading of Bill No. 5090, an ordinance approving the execution of a First Amendment to Ground Lease Agreement between the City and the Empire District Electric Company related to the Branson Landing Project; authorizing the Mayor to execute such document and documents related thereto; and authorizing actions consistent therewith was read by title by City Clerk Westfall. Mayor Best asked for a motion approving Bill No. 5090. Alderman Booth so moved, seconded by Alderman Seay. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon. Nays: Simmons. Motion carried. Ordinance No. 2016-0184 was duly enacted.

BILL NO. 5091
Ord. No. 2016-0185

Approving the execution of an Estoppel and Agreement among the City of Branson, Missouri, HCW Development Company, LLC, HCW Private Development Company, LLC and Cantor Commercial Real Estate Lending, L.P. related to the Branson Landing Project.

First Reading of Bill No. 5091, an ordinance approving the execution of an Estoppel and Agreement among the City of Branson, Missouri, HCW Development Company, LLC, HCW Private Development Company, LLC and Cantor Commercial Real Estate Lending, L.P. related to the Branson Landing Project; authorizing the Mayor to execute such document and documents related thereto; and authorizing actions consistent therewith was read by title by City Clerk Westfall and a staff report was presented by City Attorney Duston, Rick McConnell of Gilmore & Bell via telephone and Barry Schwartz of HCW Development Company, LLC. Mayor Best asked for a motion approving Bill No. 5091. Alderman Booth moved to approve, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Alderman Seay moved to read Bill No. 5091 for its final reading due to the need for HCW Development Company to meet financing deadlines, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay and Castillon. Nays: Simmons. Motion carried. Final Reading of Bill No. 5091, an ordinance approving the execution of an Estoppel and Agreement among the City of Branson, Missouri, HCW Development Company, LLC, HCW Private Development Company, LLC and Cantor Commercial Real Estate Lending, L.P. related to the Branson Landing Project; authorizing the Mayor to execute such document and documents related thereto; and authorizing actions consistent therewith was read by title by City Clerk Westfall. Mayor Best asked for a motion approving Bill No. 5091. Alderman Booth so moved, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay and Castillon. Nays: Simmons. Motion carried. Ordinance No. 2016-0185 was duly enacted.

BILL NO. 5092
Awaiting Documents
(See motion)

Approving the execution of a Severed, Amended and Restated Branson Landing Retail (Private Development) Lease; a Severed Amended and Restated Branson Landing Boutique Hotel Lease; a Severed, Amended and Restated Branson Landing Lakeside Shoppes (North One) Lease; a Severed, Amended and Restated Branson Landing West (North Two) Lease; A Severed, Amended and Restated Branson Landing Roundabout (North Three) Lease; and a Severed, Amended and Restated Branson Landing Sign (North Four) Lease, all related to the Branson Landing Project.

First Reading of Bill No. 5092, an ordinance approving the execution of a Severed, Amended and Restated Branson Landing Retail (Private Development) Lease; a Severed Amended and Restated Branson Landing Boutique Hotel Lease; a Severed, Amended and Restated Branson Landing Lakeside Shoppes (North One) Lease; a Severed, Amended and Restated Branson Landing West (North Two)

Lease; A Severed, Amended and Restated Branson Landing Roundabout (North Three) Lease; and a Severed, Amended and Restated Branson Landing Sign (North Four) Lease, all related to the Branson Landing Project; authorizing the Mayor to execute such documents and documents related thereto; and authorizing actions consistent therewith was read by title by City Clerk Westfall and a staff report was presented by City Attorney Duston, Rick McConnell of Gilmore & Bell via telephone and Barry Schwartz of HCW Development Company, LLC. Mayor Best asked for a motion approving Bill No. 5092. Alderman Booth moved to approve, seconded by Alderman Seay. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Alderman Seay moved to read Bill No. 5092 for its final reading due to the need for HCW Development Company to meet financing deadlines, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay and Castillon. Nays: Simmons. Motion carried. Final Reading of Bill No. 5092, an ordinance approving the execution of a Severed, Amended and Restated Branson Landing Retail (Private Development) Lease; a Severed Amended and Restated Branson Landing Boutique Hotel Lease; a Severed, Amended and Restated Branson Landing Lakeside Shoppes (North One) Lease; a Severed, Amended and Restated Branson Landing West (North Two) Lease; A Severed, Amended and Restated Branson Landing Roundabout (North Three) Lease; and a Severed, Amended and Restated Branson Landing Sign (North Four) Lease, all related to the Branson Landing Project; authorizing the Mayor to execute such documents and documents related thereto; and authorizing actions consistent therewith was read by title by City Clerk Westfall. Mayor Best asked for a motion approving Bill No. 5092. Alderman Seay moved to approve Bill No. 5092 on Final Reading contingent upon the submission of Exhibits 2.1.6 and 2.2.3 and written acceptance by the City Attorney, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay and Castillon. Nays: Simmons. Motion carried.

Per the motion above, Exhibit 2.1.6 and 2.2.3 have not been submitted to the City or accepted by the City Attorney and therefore Bill No. 5092 is not approved at this time.

APPOINTMENTS

Mayor Best stated this appointment process is in accordance with the Board and Committee Appointments Procedure. Mayor Best announced the appointment for Category 4.

Category 4:

Rob Griffith, Appointment to the Enhanced Enterprise Zone (EEZ) with a term expiring November 2021.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman Hart mentioned attending the National League of Cities (NLC) conference in Pittsburg, Pennsylvania, and she had a great time. She commented she feels Branson is doing great, looks great and is progressing. She added, everything she heard in each session pertained to the need for cities to keep reinventing and growing which she believes Branson is doing. Alderman Hart said she participated in a walking tour of the parts of Pittsburg they wanted to showcase and she feels Branson is far ahead in parks, walking trails and building conditions. She said she is very proud of Branson and thinks the City looks great and is doing great things.

Alderman's Simmons explained he voted no on second readings because the items at tonight's meeting that were double read were major items and very complex. He said it was difficult to even read through the 400-500 pages of documents in such a short period of time. Alderman Simmons stated he doesn't want people to get in the habit of thinking they can bring things before the Board at the last

minute believing the Board won't have any other choice but to pass the items. He said this irritates him and he feels if people were able to get the items done so quickly this week, they could have gotten them done quickly last week. Alderman Simmons stated he doesn't appreciate double readings and he will continue to resist them. He explained if he feels the public is not necessarily interested in an item or if the item is a minor thing, then double readings don't bother him. Alderman Simmons commented changing the lease at the Branson Landing is very complex and has been in effect for many years, the public has a right to at least get a chance to look at. He added, unless people are attorneys they're not going to know much more about it than they did before, but he feels they at least need to have the opportunity to look at the items. He stated he doesn't want to be contrary, but feels very strongly about this.

City Administrator Malinen commented the first sidewalks have been installed for the Phase 1A Spirit of Highway 76 Project which is exciting. He mentioned the City will be mailing its community newsletter out to residents and businesses the first week of December. City Administrator Malinen said the City will be following the newsletter up with an annual report of accomplishments from 2016. He added, these will be reported to the Board and the public to display how the accomplishments align with the City's community plan, goals and strategies. City Administrator Malinen said Fritz's Adventure's grand opening was Friday and he thanked Fritz's for the opportunity to tour the facility last night. He said it was dark outside and he couldn't see the progress on the access road, but they informed him it was going well. Administrator Malinen wished Fritz's much success and he feels they've done a great job with the project. He mentioned the City is working with firefighters on the 2017 Combat Challenge and the Veterans Memorial Garden has offered to hold a dedication ceremony for the recently placed Bronze 12-Man Military Statue at the garden. City Administrator Malinen mentioned there will be a Mixed Martial Arts (MMA) event at the Branson Convention Center in December which will be televised globally and should give Branson some great exposure. He stated he attended the National League of Cities (NLC) conference and he really appreciated the Board members attending. He said he feels it was a great learning opportunity and an opportunity for the Board to go together which he feels is really positive for the Board as a team.

Mayor Best stated she's not going to report on the National League of Cities (NLC) which she felt was awesome, but she'd like to report on what happened prior to NLC. She commented she, along with Alderman Seay and Alderman Hart, had the privilege of looking at a couple of possibilities for the community. She said one of these possibilities is Jon Bon Jovi's Soul Kitchen which is located in Red Bank, New Jersey. She commented they are looking to expand into the Midwest and one of the places they were considering was Memphis, Tennessee. She said she wanted to make them aware Branson was an option for the wonderful program. Mayor Best stated they also had the opportunity to tour the studios of QVC and said they don't have any distribution or call centers located in the Midwest. She commented she is reaching out to try to get them to bring a call center or distribution center to the area. She added, this is also something Jonas Arjes of the Taney County Business Development Partnership is going to start working on. She reported she was one of the presenters at the PJ1 Summit and about 98% of the people who attended the presentation had never visited Branson and she was able to share Branson with them. Mayor Best mentioned the Deputy Secretary for the Department of State was in attendance along with many other people from the State Department from Washington D.C. She mentioned lobbying for the second summit to be held in Branson and she felt it was very exciting to be able to learn things about J-1 programs from around the country. Mayor Best said she agrees with Alderman Hart's comments pertaining to NLC. She said when Branson's best practices are better than the best practices being shared at the conference, it makes her realize what a great community and great Staff Branson has. She commented it really brings a sense of pride to be able to come back and tell Staff what a great job they're doing and how much they're appreciated. She thanked all City Staff for all they do to make the community great and she had an amazing time seeing all the great things Branson has. Mayor Best invited everyone to attend the firefighter pinning ceremony on Wednesday at Ballparks of America and she is looking forward to it.

EXECUTIVE SESSION

Mayor Best asked for a motion to go into closed executive session. Alderman Booth moved to go into closed executive session pursuant to 610.021.1 RSMo for litigation and 610.021.3 RSMo for personnel, seconded by Alderman Castillon. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

ADJOURN

Mayor Best asked for a motion to adjourn. Alderman Todd moved to adjourn, seconded by Alderman Castillon. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Meeting adjourned at 9:44 p.m.

_____
Karen Best
Mayor

_____
Lisa Westfall
City Clerk

Handouts Submitted By Michael London During Public Comments

Public Comment 11/22/16
Michael London - Handout

Welcome to the Spin Zone!

Mike Booth - How many theater people are on the Chamber Board?

Jeff Siefried - About 1/3 of our Board represents live entertainment - and that's by design, by our by laws.

Mike Booth - Would that be theaters? We say "live entertainment? I want make sure we have a definition.

Jeff Siefried - Yeah, theaters, CORRECT. Everything from general managers, to performers, are people on the board, to people that have a show as part of a corporation - so that makes up 1/3 of the Board.

1/3 of 22 = 7.33

Chairman of the Board and the Chairman Elect were asked the exact same question. Their answer, after looking CAREFULLY at Board roster photos to make sure they got everybody, was 3.

Clay Cooper - Clay Cooper Theater
Mike Pitman - Sight & Sound
Dathan Atchison - Welk Resort

3 of 22 = 13.66 %

7.3 of 22 = 33.33 %

Siefried "exaggerates" (?) by about 150%. His reported total is less than half of what Board Chairman thinks it is.

2 of 22 = 9 %

If Theater representation is "defined" as working for a business where 1/3 of revenue or more comes from theater operation - there are 2 reps!

I would request you ask Mr. Siefried where in the by laws does it says 1/3 of members must be from theaters? He said to City Council - **that is certainly what he implied to Council.**

Public Comment 11/22/16 Michael London

NEW YEAR'S EVE CELEBRATIONS Handout

Planning on ringing in 2017 from the Ozarks? Choose from a variety of celebrations Dec. 31 in Branson:

Chateau on the Lake

Ring in the new year in style at Branson's luxurious Chateau on the Lake resort, spa and convention center. Past celebrations have included and hors d'oevres and cocktail reception, followed by a spectacular four-course meal, live music and dancing. The night is topped off with a champagne toast, balloon drop and fireworks display at midnight. Packages start at $99 a night; reservations required.

Big Cedar Lodge

Not only will Big Cedar Lodge ring in the new year with spectacular fireworks over Table Rock Lake, but the resort offers a variety of dining options for celebrants, each offering unique evening festivities. Past celebrations have included dinner, dancing and champagne toasts at midnight. Call for reservations.

Top of the Rock

Spectacular views of the Ozarks, world-class dining and incredible entertainment come together at Top of the Rock for a memory-making New Year's celebration. The newly re-imagined Osage Restaurant at Top of the Rock serves inspired American cuisine featuring a stunning dining room with sweeping Ozark Mountain views.

The Keeter Center

Spend an evening of fine dining and dancing at the Keeter Center at College of the Ozarks. The New Year's Eve celebration features a four-course meal, live music, dancing and a sparkling cider toast at midnight. Tickets are $49.95, and reservations are available for singles, couples and groups.

Hamner's Variety Theater

Laugh, dance and sing the night away at Hamners' New Year's Eve Fiesta Party. Not only will guests be treated to Hamer's Unbelievable Variety Show, but the all-ages, family-friendly celebration will also include fabulous prizes, festive party favors, and of course, lots of fantastic food from Qdoba Mexican Grill and soft drinks for all. The fun will be topped off with a magical laser show countdown to midnight. To learn more about Branson's New Year's Eve shows, click here.

Public Comment 11/22/16
Michael London - Handout

Notes from Conversation with Jerry Henry – Dec. 1, 2015

Michael London expresses concern – Appears from looking at website that the marketing plan is ignoring a core market (seniors going to music shows – year round) and a core product (Christmas shows).

London also says - This seems to being done in favor of marketing a summer time product to families with kids. Justification given is a new study H2R marketing had done.

Response – Jerry Henry, President of H2R Marketing says:

- study was to find incremental new business, not to change brand or core market
- Brand should not be dropped. It would be very risky
- Would take 15 years to create new brand
- Branson image imbedded as a senior destination
- Only viable market for next 15 years primarily seniors
- younger market OK to develop in adjunct way through granular marketing
- attract younger group by using a mix of directed messages not seen by core market
- big turnoff for senior market to see roller coasters (go-karts)
- irresponsible/misguided to try to change in a way build new while damaging old

On seeing website – Jerry says:

- website looks as if "almost against Christmas"
- CHRISTMAS SHOWS ARE THE HEART OF BRANSON
- If no Christmas shows, sounds as if you are not representing Branson
- not logical not to support Christmas shows

In summary – Jerry says:

- **website "not consistent with interests of the community"**
- **"Shows must remain at core – cannot replace"**
- **"Looks as if they threw baby out with the bath water"**
- **"Scares the tar out of me"**

Details of conversation reported to TCED President on Dec. 5.
"Scares tar out of me" quote and brief overview reported to City Council Dec. 8, 2015.

A Blue Ribbon Task Force is the ONLY way to insure our work together solves the crisis in which the City finds itself.

Have you looked at the August Visitor Report?

Please direct your attention to the following facts:

- Significantly reduced first time visitors
- Troubling change in arrival with or without kids
- Decrease in shopping
- Decrease in number of customers seeing shows
- Decrease in SDC visitation
- Decrease in visits to downtown
- Decrease in dining
- Decrease in visits to Branson Landing

Handouts Submitted By Russ Rosencrans During Public Comments

Russ Rosenkrans - Public Comment 11/22/16

Groupthink

Groupthink is a psychological phenomenon that occurs within a group of people in which the desire for harmony or conformity in the group results in an irrational or dysfunctional decision-making outcome. Group members try to minimize conflict and reach a consensus decision without critical evaluation of alternative viewpoints by actively suppressing dissenting viewpoints, and by isolating themselves from outside influences.

Groupthink requires individuals to avoid raising controversial issues or alternative solutions, and there is loss of individual creativity, uniqueness and independent thinking. The dysfunctional group dynamics of the "ingroup" produces an "illusion of invulnerability" (an inflated certainty that the right decision has been made). Thus the "ingroup" significantly overrates its own abilities in decision-making and significantly underrates the abilities of its opponents (the "outgroup"). Furthermore, groupthink can produce dehumanizing actions against the "outgroup".

Type I: Overestimations of the group — its power and morality
Illusions of invulnerability creating excessive optimism and encouraging risk taking.
Unquestioned belief in the morality of the group, causing members to ignore the consequences of their actions.
Type II: Closed-mindedness
Rationalizing warnings that might challenge the group's assumptions.
Stereotyping those who are opposed to the group as weak, evil, biased, spiteful, impotent, or stupid.
Type III: Pressures toward uniformity

Self-censorship of ideas that deviate from the apparent group consensus.
Illusions of unanimity among group members, silence is viewed as agreement.
Direct pressure to conform placed on any member who questions the group, couched in terms of "disloyalty"
Mindguards— self-appointed members who shield the group from dissenting information.

According to Janis, decision-making groups are not necessarily destined to groupthink. He devised ways of preventing groupthink:[7]:209–215

Leaders should assign each member the role of "critical evaluator". This allows each member to freely air objections and doubts.
Leaders should not express an opinion when assigning a task to a group.
Leaders should absent themselves from many of the group meetings to avoid excessively influencing the outcome.
The organization should set up several independent groups, working on the same problem.
All effective alternatives should be examined.
Each member should discuss the group's ideas with trusted people outside of the group.
The group should invite outside experts into meetings. Group members should be allowed to discuss with and question the outside experts.
At least one group member should be assigned the role of Devil's advocate. This should be a different person for each meeting.

Park Board Minutes
October 18, 2016

Members Present: Mica Farley, Julie Wolfe, Perry Phillips, Wes Stoner, Gabe Miller, Jamie Whiteis, and Garrett Vanderpool
Members Absent: Brian Bronn, Candy Sullinger, and Bob Simmons
Staff Present: Cindy Shook, Jason Reinsch, Jim Cartright

The meeting was called to order. Jamie Whiteis made a motion to approve the Park Board minutes from September 20, 2016. Garrett Vanderpool seconded the motion. All were in favor.

Business:

1. The first item on the agenda was the monthly financial report. Cindy opened the conversation by pointing out that the campground was once again up in revenue, and continues to be an important part of the Parks revenue. Wes Stoner asked about increased expenses in some areas, and Cindy referenced the discussion that we had at the last meeting, in which we addressed specifically the pool, concessions, and Day Camp. Cindy went on to remind the group that we had given the part time staff in those areas a $1.00/hr. raise to try to stay competitive with wages in Branson and that had obviously increased our expenses. Cindy also mentioned that the staff has been taking an in-depth look at these three areas specifically. For the concessions, staff is continuing to look at the profit margin for all of our products, and Taylor Lee, our facilities manager, is having ongoing meetings with our concessions manager to look at ways to reduce costs. Cindy stated that for Day Camp, we were raising fees $5.00/wk, which was approved by the Park Board in the previous meeting. Jason then mentioned that we were also in the process of looking at our pool programming to see if we could reorganize it to make it more cost-efficient and effective. Wes then asked about the increases in expenditures at the campground, and Cindy stated those were due to expenses related to the flooding. Wes asked what the other revenues section of the report was referring to, and Cindy answered that it was the reimbursement from the 2011 flood. Cindy explained to the group that FEMA reimbursement money can often come in years after the fact. To close this item Cindy reviewed a staff meeting that the Parks Department had recently had regarding priority based budgeting and the budgeting tool. She explained that we were now trying to look at all of our operation through the lens of the results that were created based on the Community Plan 2030 and the guidance of our Alderman. One example of how we were using the tool is to use a full time staff member in the position of Day Camp director, as opposed to hiring a part time staff member to be the director. By doing this, we can reduce the expenses in Day Camp by nearly $6,000 next season.

2. The next item on the agenda was the presentation of the parks zoning initiative. Jason introduced this item by stating that this was a program that he had been working on with maintenance supervisors Jim Cartright and Martie Dunn. Jason explained that the goal of this program was to carve out time each week from September through March to spend time in all of the parks trying to make incremental improvements that would benefit all who use the park. He went on to say that each member of the maintenance staff had been assigned parks, and the goal was for them to become invested in their parks and take the initiative to find ways to make their parks more attractive. At that point Jim Cartright gave a brief overview of some of the improvements that are being made in the parks through this program. He highlighted things like fence repairs and painting at Caudill Park, tree planting at North Beach, ball field drainage improvements, and trail maintenance and improvements. Jim stated that one of the goals moving forward was to continue

the trail expansion, as this is important to our department and the Alderman. Jim added that it is his hope is that this program will create a sense of pride and ownership within the staff, and will also show the community that we are trying to be proactive in our park maintenance. Cindy also mentioned that recently Jim and the staff had made a major sewer repair at the campground that had been causing issues since Memorial Day. By doing the repair in house, Jim was able to save the department over $2,000. Perry stated that the before and after pictures from Caudill were amazing, and he was impressed at what was done at a relatively low cost. Micah asked if we were in the middle of a parking lot project at Caudill, and Jim responded by informing the group that we are currently adding material and grading the lot. Julie then asked that we please pass along to the staff how much the Park Board appreciated their efforts.

3. The next item on the agenda was the review of tournament participation and direct visitor spending. Cindy briefly gave an update on the 2016 tournaments and spending. She stated that the direct visitor spending this year was over $15.3 million dollars. She noted that some of the tournaments were up in numbers, and some were down, but all in all, it had been a successful season. Cindy also mentioned that all of the events that were here in 2016 had agreed to come back for the 2017 season, with the exception of possibly the YBN National Championship, which would potentially be moving to Ballparks of America. Perry asked if the Tri-Lakes events were the events hosted by Todd Mercer. Cindy answered that yes they were Todd's events. She went on to say that throughout the summer we host many different basketball organizations and try to spread around the gym space as best we can. Perry then stated that he had head that Licking had added boys and was curious if it had been successful. Cindy replied that we did not have any of the boy's Licking events this season, but they would be bringing a boys event through the week next summer. Cindy followed up by saying that the direct visitor spending was about the same as last year because we really don't have any opportunity to grow, as we are full all season long. She also mentioned that we continue to use the $70/day spending number so our numbers are consistent from year to year. Wes then asked when the 2017 tournament schedule would be available. Cindy said that she was putting the finishing touches on it and could send it soon.

4. The next item on the agenda was review of the upcoming community survey. Cindy stated that this was a community and business survey that was done every 2 years, and would be mailed out or could be done through an emailed copy. Cindy noted that there was a section specifically dedicated to Parks and Recreation, and we had proposed a few changes to some of the questions to try to illicit responses that would be more valuable for us. Jason stated that they really wanted to drill down into some more of the specifics. He mentioned that they were proposing a new question that would ask about specific types of programming that the community would be most interested in. Cindy followed up by saying that the information had not always been beneficial, but we had tried to use the information in the past where we could. Cindy stated that one way we had used the information was to improve our senior programming and to hire a full time Community Center Director.

5. The next item on the agenda was an update on the Lakeside Forest Wilderness Area Projects. Cindy informed the group that the playground and pavilion for the parking lot area had been read for the first time at city council, and would go before the Board for a 2nd reading on October 25th. She also said that the home site project would be on the next City Council agenda. Cindy informed the group that work on the parking lot had already started, and we were looking forward to having that paved for the potential larger crowds that could be coming with the new park features. Cindy reiterated that she had spoken with Lyle Owen' daughter, and she was happy to hear about the projects going on at the park. Jason interjected that he had received the stamped drawing for the pavilion and concrete work to construct the pad and sidewalks would begin soon. Gabe asked if the

sidewalks would be ADA accessible, and Jason replied that while the grade may be a challenge, they are planning to make the sidewalks fully accessible.

6. The next item on the agenda was an update on the National Parks and Recreation Association Conference. Cindy reported that she, Jason, and Taylor had recently returned for the national conference that was hosted in St. Louis. She noted that the conference is often held on the coasts, so it was a great opportunity for our staff to attend. She mentioned that many of the sessions were very beneficial and some of the sessions that were attended were cost recovery and pricing, programming for future generations, risk management, and improving concessions. Cindy briefly reviewed that in the cost recovery session they discussed how some agencies are required to recover a specific percentage of their cost. Julie asked if they had higher fees in those places due to their recovery model, and Cindy replied that while they did not show their fee pricing, they did offer a significant number of things that leaned towards higher profitability such as rentals.

Member's Reports

1. Julie mentioned that she had noticed there had not been many dogs in the Dog Park at the times that she had been going recently. She also mentioned that there was an issue with the latch on the small dog park. Garrett also mentioned that he had noticed an issues with the lock a few months ago. Cindy stated that we would follow up with the latch issues. Cindy also stated that the Dog Park registration had been steady, and Jason mentioned that he and Taylor have been looking at new ways to market the Dog Park through the local veterinarians and Petco.

2. Garett mentioned that he was at Sunset Park over the weekend and the park was very busy. He said that there were people longboarding, playing disc golf, and using the walking track.

3. Wes recommended that we might change the name of the park zoning initiative because when he originally saw it he thought it referred to re-zoning parks. He also asked if there might be an opportunity for the Park Board members to go to the parks with the staff and work with them for a day. Cindy replied that we would be happy to have any of them join us if they were interested. Wes also asked if there was a way that we might be able to offer a program to recruit officials, as he knows we are always short-handed for basketball and soccer. Jamie asked if Cof O was still offering Sports Officiating. Cindy replied that they were, but it was often difficult to get Cof O students because of their work responsibilities on campus. Gabe mentioned that maybe we could target some of the area sports teams and try to recruit their athletes after their seasons had finished.

4. Gabe mentioned that if might be beneficial if we had a large map of the trail system in the RecPlex to better market our trail system. The map could include the current trails, as well as showing the progress that is being made to expand the trail system.

Meeting adjourned 6:10pm

BILL NO. 5074

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE TOURISM MARKETING FUND.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **FINANCE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:
Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

Tourism –Promotes Branson's brand that continually expands beyond entertainment and celebrates its outdoor recreation opportunities.

STAFF REPORT:

Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment

The City of Branson awarded the Branson Lakes Area Chamber of Commerce $2,144,584 for the FY2016 Budget to be used for tourism marketing. After the FY2015 audit it was determined an additional $484,323 is available for marketing. In accordance with the disbursement procedure set forth in 2014, the Finance Department has evaluated any excess funds currently in reserve as of FY2015. After review, an excess of $484,323 has been identified that may be made available to the Chamber through reimbursement of marketing expenses.

This budget amendment is necessary to approve the expenditures in FY2016. This budget amendment will decrease the FY2016 Tourism Fund balance by $484,323.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **240-1620-510-2032**

ATTACHED INFORMATION:

BILL NO. 5074 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE TOURISM FUND.

WHEREAS, on November 24, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

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

WHEREAS, it is necessary to adjust monies for the Tourism Fund in the 2016 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to increase expenditures in the 2016 Tourism budget.

	Increase
240-1620-510-2032 Tourism Marketing Expense	$484,323
Unreserved Fund Balance – Tourism Fund	($484,323)

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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

11-18-16

_____
William T. Duston
City Attorney

BILL NO. 5075

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR AN ADDITIONAL PAYMENT IN THE DEBT SERVICE FUND.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **FINANCE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STRATEGIC GOAL/COMPREHENSIVE PLAN:

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

STAFF REPORT:
Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment

Due to the Waterfall requirements on the Branson Shoppes Bonds, $380,000 in excess funds is being used to pay an additional principle payment.

The overall effect on the budget due to this amendment will increase the expenditures by $380,000. The money for this waterfall was already accounted for through the Branson Shoppes Project account in our debt service fund.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **170-0710-510.8001**
ATTACHED INFORMATION:

BILL NO. 5075 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR AN ADDITIONAL PAYMENT IN THE DEBT SERVICE FUND.

WHEREAS, on November 24, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

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

WHEREAS, it is necessary to adjust monies for the Debt Service Fund in the 2016 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2016 budget of the Debt Service Fund.

	Increase
170-0710-510-80-01 (Waterfall step to pay additional principle)	$380,000
Unreserved Fund Balance	($380,000)

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

Read, this first time on this _____ day of _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

11-16-16
_____
William T. Duston
City Attorney

BILL NO. 5076

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE GENERAL FUND.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **FINANCE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STRATEGIC GOAL/COMPREHENSIVE PLAN:

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

STAFF REPORT:

Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment

General Fund

This budget amendment needed to account for the additional increase in expenditures for Worker's Comp. and Property/Liability Insurance in the 2016 budget. This will reduce the General Fund unreserved fund balance.

Account Number & Name	Increase
101-1095-510.2048 (Contractual Service/Insurance)	$114,100
Unreserved Fund Balance (General Fund)	($114,100)

This budget amendment needed to account for the increase in expenditures for the purchase of a vehicle for the Fire Department in the 2016 budget. This will reduce the General Fund unreserved fund balance.

Account Number & Name	Increase
101-3011-520.7099 (Capital/Other)	$41,128
Unreserved Fund Balance (General Fund)	($41,128)

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: Various
ATTACHED INFORMATION:

BILL NO. 5076 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE GENERAL FUND.

WHEREAS, on November 25, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

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

WHEREAS, it is necessary to adjust monies for the General Fund in the 2016 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2016 budget of the General Fund.

General Fund

	Increase
101-1095-510.2048 (Contractual Service/Insurance)	$114,100
Unreserved Fund Balance (General Fund)	($114,100)
101-3011-520.7099 (Capital/Other)	$41,128
Unreserved Fund Balance (General Fund)	($41,128)

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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

11-16-16

_____
William T. Duston
City Attorney

BILL NO. 5077

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE WATERFALL IN THE DEBT SERVICE FUND.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **FINANCE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STRATEGIC GOAL/COMPREHENSIVE PLAN:

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

STAFF REPORT:
Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment

Due to the Waterfall requirements on the Branson Landing Bonds, $1,140,337 in excess funds is being transferred to the 2011A bond. The overall effect on the budget due to this amendment will increase the expenditures by $1,140,337 and will also increase the revenues by $1,140,337. There will be no monetary effect on the overall budget.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **Various Accounts**
ATTACHED INFORMATION:

BILL NO. 5077 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE WATERFALL IN THE DEBT SERVICE FUNDS.

WHEREAS, on November 24, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

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

WHEREAS, it is necessary to adjust monies for the Debt Service Funds in the 2016 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2016 budget of the Debt Service Funds.

	Increase
165-1095-510.9160 (Transfer out to 2011A-Branson Meadows)	$1,140,337
160-0000-499.4165 (Transfer in from Branson Landing)	($1,140,337)

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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

BILL NO. 5078

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE TOURISM FUND, BRANSON AIRPORT.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **FINANCE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

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

STAFF REPORT:

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, $2,975,528 has been paid for all billings to date. All of the funds will have come from the Tourism Fund due to the approved budget transfer in 2013 to cover the past payments.

The City has made past payments with the hope the Branson Airport's business model could prove successful and benefit all parties, including the City, by providing increased business and tax revenues for our economy. The Board and Administration have made it clear that the payments under the agreement are subject to appropriation, while at the same time expressing hope that the Airport could achieve viability, sustainability, and meet the promise of increased visitation to Branson.

At present the City now has the most recent billing for $3,971.68 which covers the period of time from January 1, 2016 to June 30, 2016. If the Board of Aldermen elects to appropriate these funds, staff recommends that the entire payment be made out of the Tourism Fund.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 240-1095-510.20-99

ATTACHED INFORMATION:

BILL NO. 5078 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE TOURISM FUND FOR THE BRANSON AIRPORT.

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

WHEREAS, it is necessary to adjust monies for the Tourism Fund and Unreserved Fund Balance in the 2016 budget; and

WHEREAS, the Board of Aldermen desires to authorize the total payment of $3,971.68 to the Branson Airport Transportation Development District for the first billing of 2016, which is for services from January 1, 2016 through June 30, 2016.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2016 Budget of the Tourism Fund.

Account Number	Increase Amount	Decrease Amount
240-1095-510.20-99 (TF – Branson Airport)	$3,971.68	
Fund Balance (Debt Service Reserve Fund Use)		$3,971.68

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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this ____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

11-14-14
_____
William T. Duston
City Attorney

BILL NO. 5079

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING R-1 ONE-FAMILY DWELLING DISTRICT ZONING FOR THE PROPERTY LOCATED AT 248 RIVER VALLEY ROAD, BRANSON, MISSOURI.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **PLANNING & DEVELOPMENT DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

COMMUNITY PLAN 2030:

Community Plan 2030: LU (Land Use) Strategy 5.3 Un-zoned Properties.

STAFF REPORT:

This bill approves R-1 One-Family Dwelling District zoning for the property located at 248 River Valley Road. The property is located north of Lake Taneycomo, south of Fall Creek Road, east of the Country Bluff Estates neighborhood and west of River Valley Road. It contains an approximately 4,900 square foot single-family residence, constructed in 1980 per the Taney County tax records, within approximately 2.27 acres more or less. The property was annexed on October 25, 2016, for the purpose of connecting to the City's sewer system and it is currently unzoned.

Since the purchase of the property in December 2013, the applicant has used it as a residential facility to accommodate individuals recovering from substance abuse. Typically this use is required to be zoned C Commercial District and receive approval of a Special Use Permit. However, since this property has been functioning for almost three years, it was considered an existing, non-conforming use upon its annexation. This process is consistent with how a similar property on Shell Lane was handled in June 2010.

This item was heard before the Planning Commission on November 1, 2016, and they have recommended approval through Resolution No. 16-2.4 (16-00200004).

PLANNING COMMISSION RECOMMENDATION:

By a vote of 8-0, the Planning Commission recommends approval of the bill.

STAFF RECOMMENDATION:

Staff recommends approval of this bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: N/A

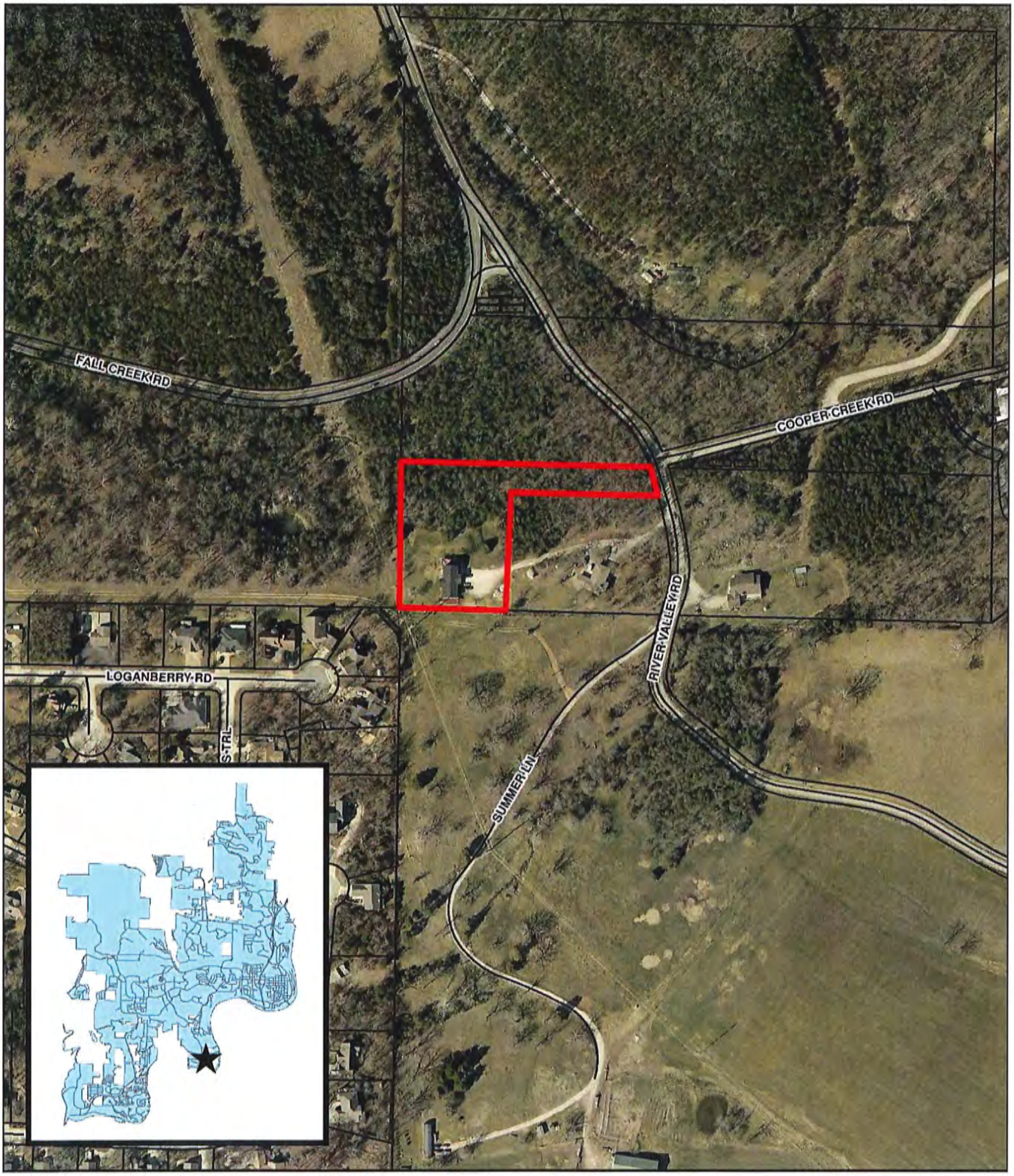
ATTACHED INFORMATION:
1) Vicinity Maps
2) Planning Commission Draft Minutes – November 1, 2016 (Item 7 – 16-00200004)

248 River Valley Road

City of Branson
Planning & Development
September 2016

1 in = 275 ft

N

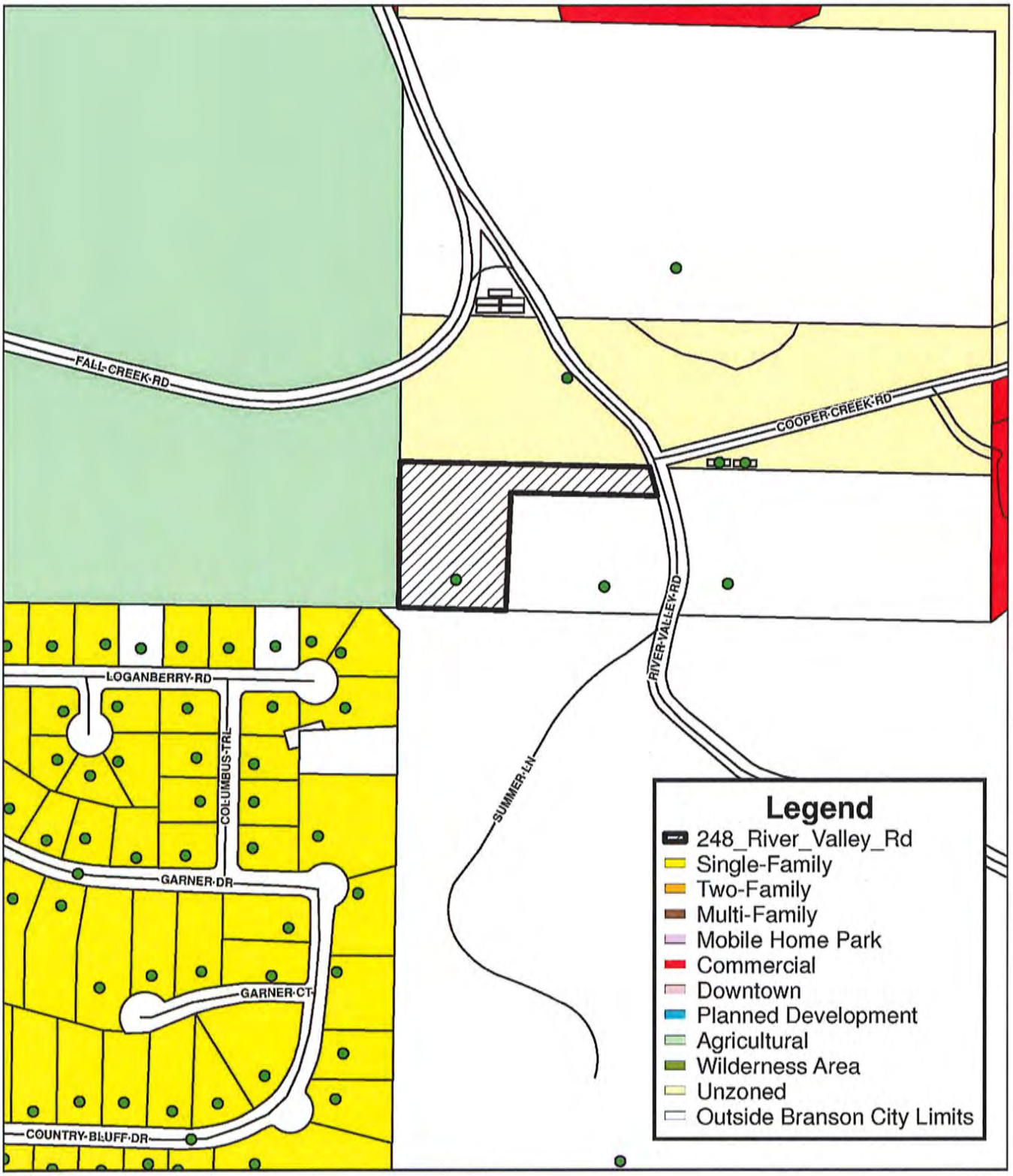


248 River Valley Road

City of Branson
Planning & Development
September 2016

1 in = 275 ft

N

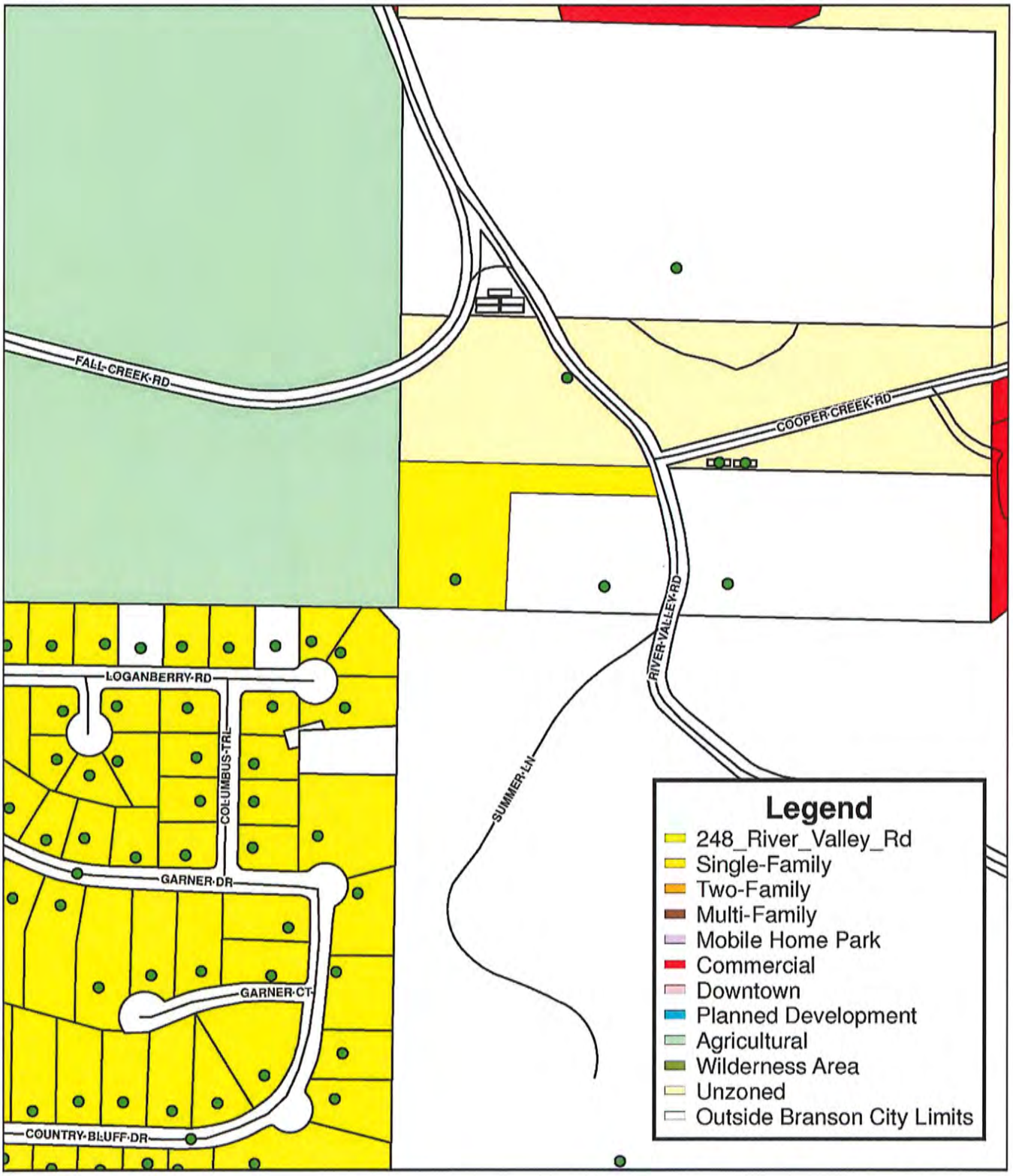


248 River Valley Road-Proposed

City of Branson
Planning & Development
September 2016

1 in = 275 ft

N



PLANNING COMMISSION
REGULAR MEETING – DRAFT MINUTES

November 1, 2016

PUBLIC HEARINGS

7. **Request for R-1 One-Family Dwelling District Zoning for the Property Located at 248 River Valley Road, Branson, Missouri.**
   Project No. 16-2.4 (16-00200004)
   Applicant: Communities of Recovery, Inc.

Mr. Hornickel presented the staff report as filed with the Planning and Development Department.

Chairperson Harris asked if any of the Commissioners had any questions of staff.

Commissioner Pinkley asked if the property was contiguous to the City via the Country Bluff Estates Subdivision.

Mr. Hornickel stated it was not with Country Bluff Estates, but instead with the College of the Ozarks' property to its west and an unzoned property to its north.

Commissioner Pinkely asked if the adjacent property to the south and east was owned by the same entity.

Mr. Hornickel stated he did not believe so.

Commissioner Pinkely asked if there was an access easement through the adjacent property as the applicant's drive was not located within their own property. He stated there could be a potential issue if there was no easement.

Mr. Hornickel state no issue had been communicated to staff. He stated the use had been existing, and the applicant had owned the property for a couple of years. He stated it should have been addressed earlier if it was been an issue.

Ms. Norback stated she had the same concern and thought there was an easement on the plat. She stated she would verify and let him know.

Mr. Hornickel stated there appeared to be a part of the property that was accessible from the road right-of-way, based on the plat.

Chairperson Harris asked if any of the Commissioners had any questions of staff; there was no response. He asked if the applicant or their representative was present.

Mr. Kevin Hunt approached and stated he represented the applicant. He stated they purchased the property from the neighboring property owner, and an easement was included with their purchase. He stated they did not have any issues with their neighbor.

Chairperson Harris asked if he had any additional information on the property he wanted to share, such as how long they had been there.

Mr. Hunt stated they had owned the property for about four or five years with no issues, except for the sewer.

Chairperson Harris asked if any of the Commissioners had any other questions for the applicant; there was no response. He then asked if anyone else was present who wished to speak in regards to the item.

Mr. Kurt McDonald approached and stated he represented the College of the Ozarks. He asked what the proposed route would be for sewer to connect to the house.

Mr. Powell illustrated the location on the aerial image within the presentation and stated an easement existed within the college's property along it and the eastern edge of the Country Bluff Estates subdivision. He stated an electric easement also existed to the north.

Mr. McDonald asked if he could be provided more information regarding the easement.

Mr. Powell stated he would provide the easement documentation. He stated the City had obtained an easement from the College of the Ozarks for another force main from the Lilly's Landing area within the past eight to ten years. He stated there was also a water main easement through the college's property to the Meadows Water Plant.

Mr. McDonald stated he would appreciate a copy of the easement. He stated he had been of the understanding there was not an easement through the college's property.

Chairperson Harris asked if anyone else was present who wished to speak in regards to the item; there was no response. He asked if any of the Commissioners had any other questions.

Commissioner Pinkely asked if the easement was located along the western boundary of the college's property.

Mr. Powell stated the easement ran parallel along the east side of the Country Bluff Estates subdivision as well as through a platted easement for utilities within the Country Bluff Estates subdivision.

Mr. Pinkley asked if he knew the width of the easement.

Mr. Powell stated he did not.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response. He then entertained a motion.

MOTION:

Motion by Commissioner Seay and seconded by Commissioner McDowell to approve Resolution 16-2.4.

AYES:	Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine, and Chairperson Harris
NOES:	None
ABSTAIN:	None
ABSENT:	Commissioners Huddleston and Loyd

Motion to approve Resolution 16-2.4 carried with an 8-0 vote

BILL NO. 5079 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING R-1 ONE-FAMILY DWELLING DISTRICT ZONING FOR THE PROPERTY LOCATED AT 248 RIVER VALLEY ROAD, BRANSON, MISSOURI.

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

Section 1: That the tract of land situated in Branson, Missouri, as described below, is hereby zoned R-1 One-Family Dwelling District.

ALL OF LOT ONE (1), ROSE HILL, A MINOR SUBDIVISION, RECORDED IN PLAT SLIDE J PAGE 483, IN THE RECORDER'S OFFICE, TANEY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

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

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

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

Read, this first time on this _____ day of _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William Duston
City Attorney

BILL NO. 5080

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING AN ADDENDUM TO THE CONTRACT WITH PROLAWN AND LANDSCAPE, LLC PERTAINING TO THE GRETNA ISLAND PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **PLANNING AND DEVELOPMENT DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

CC 2.3.2: Utilize streetscape amenities such as public art, lighting, designated landscape zones, ornamental street trees, and special paving materials to create visual interest.

STAFF REPORT:

On September 13, 2016 the Board of Aldermen awarded a contract for the installation of plant material and vegetation within the Gretna Road islands to ProLawn and Landscape, LLC. The scope within the awarded contract included one year of maintenance activities such as watering, trimming and spraying. However, the awarded contract specified a project completion date of May 15, 2017. While the actual installation portion of the project has been completed, a contract amendment is needed to extend the contract to a date one year after the project commenced, or October 31, 2017.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **101-6010-560.40-93**

ATTACHED INFORMATION: NA

BILL NO. 5080 **ORDINANCE NO._____**

AN ORDINANCE APPROVING AN ADDENDUM TO THE CONTRACT WITH PROLAWN AND LANDSCAPE PERTAINING TO THE GRETNA ISLAND PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson awarded a contract to Prolawn and Landscape for the installation of planting material and vegetation within the Gretna Road islands; and

WHEREAS, the awarded contract included one year of maintenance of all installed vegetation; and

WHEREAS, the Board of Aldermen desire to approve an Addendum to the Prolawn and Landscape Service Contract to extend the completion date of the term of the awarded 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 addendum to the contract with Prolawn and Landscape for the Gretna Island Project for a contract time extension to October 31, 2017, in the form attached hereto as Exhibit "A".

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

Read, this first time on this ____ day of _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this ____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

WTD 11-16-16
_____
William T. Duston
City Attorney

Exhibit "A"

ADDENDUM TO PROLAWN AND LANDSCAPE SERVICES CONTRACT

Originally entered into between City of Branson and Prolawn and Landscape on the 13th day of September, 2016, reference Master Contract Number C2016-0246.

This Addendum to Prolawn and Landscape Services Contract (ORIGINAL CONTRACT) is entered into and made effective this ____ day of _____, 20__, by and between the City of Branson (the "City") and Prolawn and Landscape ("Service Provider"). All terms and conditions of the ORIGINAL CONTRACT shall have the same meaning, unless specifically defined herein.

WHEREAS, this addendum is for an extension to the term of the contract.

NOW THEREFORE, the parties hereby agrees as follows:

1) This addendum shall be added to the ORIGINAL CONTRACT attached hereto as Exhibit "1"

2) This addendum will extend the completion date of the term of the ORIGINAL CONTRACT from May 15, 2017 to a new completion date of **October 31, 2017**.

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

CITY OF BRANSON, MISSOURI

Karen Best
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

William T. Duston
City Attorney

SERVICE PROVIDER

Signature

Brian Letterman
Printed Name

Pres
Title

Prolawn & Landscape
Company Name

Prevailing Wage Project No. VW 1614

SERVICES CONTRACT

THIS CONTRACT made and entered into this 13th day of September, 2016, by and between the City of Branson, Missouri (the "City") and **Prolawn and Landscape** ("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 **May 15, 2017.**

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 **Ninety Nine Thousand Eight Hundred Fifty Five Dollars and Twenty Cents ($99,855.20), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

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

(30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

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

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

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

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

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

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

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

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

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

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

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

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

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven Dollars ($2,734,567.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven Dollars ($2,734,567.00) 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. **Prevailing Wages**: It is agreed that all labor utilized in the installation of this project shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. (Please see annual wage order no. 22 for current wage rates.) The contractor will forfeit the penalty to the City of Branson of $100 per day

(or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

20. **Safety Training.** The Service Provider is informed that this project is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the public body two thousand five hundred dollars ($2500.00) plus one hundred dollars ($100.00) a day for each employee who is employed without training.

A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in section 19 will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Service Provider under the contract.

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

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

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

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

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

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

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

SERVICE PROVIDER:

By: _____
(Signature)

Name: Brian Letterman
(Printed Name)

Title: Pres.

Company Name: Prolawn

Address: P.O. Box 1801
Hollister Mo

Phone: 417-414-2729

E-Mail: prolawncompany@gmail.com

Tax ID: 45-4658771

CITY OF BRANSON, MISSOURI

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

7-20-12
_____
William T. Duston
City Attorney

CITY OF BRANSON INCORPORATED SEAL 1912 MISSOURI

Exhibit A

Prolawn & Landscape
PO Box 1801
Hollister, MO 65673

SCOPE OF WORK

1. Purpose: Prolawn & Landscape agrees to provide and install plantings and landscaping materials on the medians located on Gretna Road between Roark Valley Road and State Highway 248 within the City of Branson as outlined on the attached drawings. Duties are shown in the following general requirements.

2. General Requirements:

2.1 All planting shall be done during normal working hours only. Prolawn & Landscape shall schedule all work with the Planning and Development Director or their designee prior to beginning work.

2.2 Prolawn & Landscape shall furnish a crew and equipment to plant plants as listed on City property, which will consist of, but not limited to, plants, rock, additional soil etc. Prolawn & Landscape will be responsible for removal of all debris including, but not limited to extra dirt, mulch, etc.

2.3 If completion of the job is delayed for any reason, the Planning and Development Department shall be notified as soon as possible.

2.4 All work shall be done in accordance with the best trade practices. Prolawn & Landscape shall comply with all applicable safety regulations for the protection of workers, pedestrians, and property. Prolawn & Landscape shall maintain work areas free of debris. All applicable state and local laws, ordinances, and codes shall apply to this project.

2.5 Prolawn & Landscape shall;

2.5.1 Create a trench by pulling back existing river rock
2.5.2 Provide special planting soil
2.5.3 Backfill river rock
2.5.4 Pull back a four foot (4') band, to a depth of 18"-24", of the existing river rock from center of islands to their edges.
2.5.5 Add a four foot (4') band of special planting soil to the created trench to a depth of 12".
2.5.6 Install plant material as described in the provided drawings. Backfill river rock to a consistent depth of no less than six inches (6") across median width.
2.5.7 Provide one year of maintenance activities (watering and spraying)

2.6 Materials:

Pennisetum Alopecuroides "Hamelin" (Dwaft Foutain Grass) - #1 container
Calamagrostis Acutiflora (Feather Reed Grass) - #1 container
Miscanthus Sinensis "Yakushima Dwarf" (Dwarf Maiden Grass) - #1 container
Chasmanthium Latifolium (Northern Sea Oats) - #1 container
Oenothera Macrocarpa (Missouri Evening Primrose) - 4" pot
Glandularia Canadensis (Rose Verbena) - 4" pot
Asclepias Tuberosa (Butterfly Weed) - 4" pot
Rudbeckia Hirta (Black-Eyed Susan) - 4" pot
Leucanthemum Vulgare (Ox-Eye Daisy) - 4" pot
Callirhoe Involucrata (Purple Poppy Mallow) - 4" pot
Echinacea Purpurea (Purple Coneflower) - 4" pot
Coreopsis Lanceolata (Tickseed Coreopsis) - 4" pot
Rosa 'Radtko' (Double Knock Out Rose) - #1 container
Forsythia Intermidia "Courtacour" (Goldilocks Forsythia) - #1 container
Cornus Stolonifera "Kelseyi" (Red Twig Dogwood) - #1 container
Physocarpus Opulifolius "Donna May" - #1 container
Hemerocallis Hybrid/Leucanthemum x Superbum - 4" pot
Day Lilly/Shasta Daisy - 4" pot

2.7 Warranty: Prolawn & Landscape warrants that, upon completion of the work, that materials and labor will be free from defective workmanship or materials for a period of one (1) year from Date of Substantial Completion. In the event that a defect occurs within the warranty period, Prolawn & Landscape shall, at his sole expense, replace or otherwise correct such defective workmanship or materials.

3. Invoicing: The City agrees to pay Prolawn & Landscape 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 Prolawn & Landscape and subject to approval by the requesting department that Prolawn & Landscape fully performed the work satisfactorily.

4. Subcontracting: Prolawn & Landscape must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Prolawn & Landscape must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

PRICING PAGE

Prolawn & Landscape provided pricing information as specified below to provide labor and materials in accordance with the terms and conditions of the contract. Pricing below should include cost of installation.

001. Pennisetum Alopecuroides "Hamelin" (Dwaft Foutain Grass) - #1 container	$ 8.00 ea.
002. Calamagrostis Acutiflora (Feather Reed Grass) - #1 container	$ 6.00 ea.
003. Miscanthus Sinensis "Yakushima Dwarf" (Dwarf Maiden Grass) - #1 container	$ 12.00 ea.
004. Chasmanthium Latifolium (Northern Sea Oats) - #1 container	$ 8.00 ea.
005. Oenothera Macrocarpa (Missouri Evening Primrose) - 4" pot	$ 7.00 ea.
006. Glandularia Canadensis (Rose Verbena) - 4" pot	$ 8.00 ea.
007. Asclepias Tuberosa (Butterfly Weed) - 4" pot	$ 4.00 ea.
008. Rudbeckia Hirta (Black-Eyed Susan) - 4" pot	$ 4.00 ea.
009. Leucanthemum Vulgare (Ox-Eye Daisy) - 4" pot	$ 4.00 ea.
010. Callirhoe Involucrata (Purple Poppy Mallow) - 4" pot	$ 4.50 ea.
011. Echinacea Purpurea (Purple Coneflower) - 4" pot	$ 5.00 ea.
012. Coreopsis Lanceolata (Tickseed Coreopsis) - 4" pot	$ 4.50 ea.
013. Rosa 'Radtko' (Double Knock Out Rose) - #1 container	$ 21.00 ea.
014. Forsythia Intermidia "Courtacour" (Goldilocks Forsythia) - #1 container	$ 12.00 ea.
015. Cornus Stolonifera "Kelseyi" (Red Twig Dogwood) - #1 container	$ 11.00 ea.
016. Physocarpus Opulifolius "Donna May" - #1 container	$ 18.00 ea.
017. Hemerocallis Hybrid/Leucanthemum x Superbum - 4" pot	$ 4.00 ea.
018. Day Lilly/Shasta Daisy - 4" pot	$ 8.00 ea.
019. Removal of existing turf and earth	$ 20.00 cu. yd.
020. Expose planting trench by pulling back and stockpiling existing river rock	$ 2.00 cu. yd.
021. Special planting soil	$ 25.00 cu. yd.
022. Backfill of stockpiled river rock	$ 16.00 cu. yd.
023. One year of maintenance activities (includes watering, trimming and spraying)	$ 3,000.00 LS
024. Traffic control measures per MUTCD standards for Zone 1 (Medians 1-5)	$ 2,300.00 LS

BILL NO. 5081

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **AN ORDINANCE AMENDING CHAPTER 22, BUSINESS, CHAPTER 42, FIRE PREVENTION AND PROTECTION, CHAPTER 58, OFFENSES AND NUISANCES, CHAPTER 62, PARKS, RECREATION AND OTHER CITY FACILITIES, CHAPTER 66, PLANNING AND SUBDIVISIONS, CHAPTER 70, SIGNS, CHAPTER 78, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, CHAPTER 86, TRAFFIC AND VEHICLES AND CHAPTER 94, ZONING OF BRANSON MUNICIPAL CODE PERTAINING TO THE ZONING CODE AND TEMPORARY SIGNS.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

COMMUNITY PLAN 2030:

LU 5.1 Zoning Regulations. Create zoning regulations that are flexible but require enough specificity in development applications to achieve the desired outcome.

STAFF REPORT:

This bill approves a Municipal Code Amendment to various chapters specifically pertaining to the zoning code and temporary signs. This item was heard before the Planning Commission on both October 4, 2016, and November 1, 2016, and they have recommended approval through Resolution No. 16-12.2. The City first adopted zoning districts in 1968, and later its official zoning map. More substantial zoning code regulations were later approved in 1988, and then again in 1996 and 2005. While other minor modifications have also occurred over time, a comprehensive code update to the level being proposed in this request has not been completed since the code's inception.

The origination of this effort stems from the Community Plan 2030 which was adopted by the City in March 2012. The plan's process was an extensive effort of visioning and public input which took approximately two years to complete, and included almost 2,000 residents, stakeholders, city staff and public officials to develop the community's guiding vision for the next 20 years. As a continuation, the role of the zoning code is to then reinforce and help with the implementation of the Community Plan 2030 by translating the preferred development themes and goals into specific regulations that detail how development should be designed and approved in Branson. As the current code does not support the City's plan and future growth goals, and the current regulations are most likely a barrier to implementation of the plan, a comprehensive zoning code update is necessary.

The Community Plan 2030 itself is comprised of 398 action items which guide decisions so they can achieve the desired result of the Plan. The strategies and actions within the Plan are the City's benchmarks against which proposed ordinances and programs can be measured. In total, there are 46 action items and

strategies being accomplished through the proposed code amendments. Those related action items and strategies are attached for reference. There are even more additional action items and strategies which will be addressed during the remaining phases of this effort. Overall, the updated framework of the proposed code will allow for greater opportunity to implement additional action items from Community Plan 2030 as well as address other topics that come about in the future.

To assist with the proposed code amendments, the Planning and Development Department retained the services of a consultant in early 2015. The first step of the process was a comprehensive inventory of the existing code. The consultant and staff evaluated the definitions, processes and standards for consistency, clarity and relevance against the development practices as recommended by Community Plan 2030. The consultant and staff also reviewed all relevant city plans, recent code amendments, variance requests and any previous public input regarding code updates. Additionally, the identification of best practices and other community's regulations applicable to the code update were reviewed. A primer document was provided to the Planning Commission to introduce the objectives of the zoning code update, and is attached for reference.

In August 2015, the consultant conducted stakeholder interviews with 34 individuals representing a broad spectrum of the community's interests and values. These stakeholder groups were divided into topic areas relevant to the update including residential, commercial, planned developments, open space, special events, temporary uses, parking and landscaping. The summary results of those interviews were reported to city staff, shared with the Planning Commission and are attached for reference.

The Planning Commission participated in discussions during three separate study sessions in early 2016 along with subsequent progress updates throughout the process. The Branson ReZone Open House was then held June 7, 2016, at City Hall with a high participation rate from the public and city officials. Various participatory feedback stations were utilized to gain public input on a variety of topics essential to the update. During the Board's Study Session on June 22, 2016, staff presented their proposed concepts along with a summary of feedback received during the open house. At that time, the Board provided comments and direction to staff, which included the need to focus on the food truck topic. In response, staff presented draft food truck regulations to the Board during their August 18, 2016, Study Session for further guidance.

All input and feedback from the public, Planning Commission, Board of Aldermen and staff has been combined to guide the development of the proposed zoning code. The first, public draft of the zoning code was distributed September 6, 2016, by email to stakeholders and open house participants, and posted on the city website and social media. In response to the draft, various stakeholders met with staff to explore certain topics in greater detail. Additionally, stakeholder groups with specific interest in food trucks and temporary signs met separately with staff to discuss the draft regulations in those areas.

The Planning Commission's first review of the public draft occurred on October 4, 2016 during their regular meeting. After their discussion and public input, they postponed Resolution 16-12.2 by a vote of 9-1 until the next Planning Commission meeting. Staff briefly discussed the public draft during the Board's Study Session on October 6, 2016, and the Board agreed that additional time was needed to review the public draft. Staff continued to receive additional comments from the community by phone, email and in-person discussions for consideration. During the Commission's November 1, 2016 meeting, staff presented changes made since October 4, 2016, and highlighted a few topics which additional direction was needed. The Planning Commission did provide further input, and recommended approval of Resolution 16-12.2. During the Board's Study Session on November 3, 2016, staff shared the changes that had been made since October 4, 2016, and received further direction from the Board on a few remaining topics of interest to the public. In summary, staff has modified the current proposed draft to reflect the guidance received during the study session.

Overall, the significant highlights of the proposed code include the following: (1) overall reorganization of the code to ensure efficiency for all users, (2) basic processes and procedures included to reflect a more standardized and comprehensive review of all submissions, (3) zoning districts were updated to reflect the recommendations of Community Plan 2030, (4) bulk and dimensional standards were modified as necessary to better reflect actual and desired development practices in Branson, (5) use lists and standards were updated to replicate modern practices and anticipated future uses, and (6) few additional topic areas including special events, temporary uses, parking and temporary signs were amended to better depict best practices while taking into account the unique needs of the Branson community. An attachment has been provided for reference with a more detailed summary of the significant modifications to the existing zoning code.

In order to provide a comprehensive and cohesive update, minor modifications to other sections of the Branson Municipal Code are also necessary with this request. Such proposed amendments include minor revisions including adjusting the names of districts referenced in other chapters or moving topics now associated with the proposed temporary use process. Specifically, those topics proposed to move into the zoning code are as follows: (1) yard, rummage and similar sales from Chapter22, (2) illumination from Chapter 70, and (3) special events from Chapter 78. Chapter 70 was also amended in an effort to update the temporary sign regulations in response to a recent Supreme Court ruling. Staff and the consultant will be evaluating the remainder of the sign code and subdivision regulations as part of the next, and final phases of this effort.

The recent public feedback, and that which was provided throughout this process and the Community Plan 2030 process has been essential in drafting the proposed updated zoning code. It is staff's goal that the proposed codes will be responsive to the unique qualities of the Branson community, while upholding the vision set forth by the community. Upon approval, staff will outline a plan to amend the official zoning map to reflect the proposed districts. Finally, going forward, it is staff's intent to evaluate the zoning code at least on an annual basis to identify areas for further improvement, additional clarity or in response to changes in the community, economy or environment.

PLANNING COMMISSION RECOMMENDATION:

By a vote of 7-1, the Planning Commission recommends approval of the bill.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

1) Planning Commission Draft Minutes – November 1, 2016 (Item 3 – 16-01200002)
2) Zoning Code Update Project Primer
3) Themes and Related Issues from Stakeholder Input Sessions
4) Zoning Code – Project Summary

PLANNING COMMISSION
REGULAR MEETING – DRAFT MINUTES

November 1, 2016

PUBLIC HEARINGS

3. **Request for a Municipal Code Amendment to Chapter 22 –Business, Chapter 42 – Fire Prevention and Protection, Chapter 58 – Offenses and Nuisances, Chapter 62 – Parks, Recreation and Other City Facilities, Chapter 66 – Planning and Subdivisions, Chapter 70 – Signs, Chapter 78 – Streets, Sidewalks and Other Public Places, Chapter 86 – Traffic and Vehicles, and Chapter 94 – Zoning, Pertaining to the Zoning Code and Temporary Signs.**
Project No. 16-12.2 (16-01200002)
Applicant: City of Branson

Mr. Hornickel presented the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding the proposed change to the allowable maximum height for multi-unit developments.

Vice-Chairperson Romine asked if the proposed height of seventy-five feet represented seven floors.

Mr. Hornickel stated the proposed height would equate to five or six floors based on an average floor being twelve to fifteen feet.

Commissioner Seay asked if the change addressed the community members who had concerns.

Mr. Hornickel stated it had come up during conversations about allowed densities. He stated the initial proposed height maximum of fifty-feet would have not met the same redevelopment goals as represented by increasing densities to attract multi-unit developments.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding OPC regulations, and whether there should be a distance requirement between them. He asked what the distance requirement should be if the Commission supported one.

Chairperson Harris asked what the current regulations were.

Mr. Hornickel stated there were no current distance requirements for OPCs. He stated OPCs had been required to receive a Special Use Permit during a certain time, but most recently they had been a permitted use.

Chairperson Harris asked what distances other communities required.

Mr. Hornickel stated Branson provided its own unique challenges just as other similar communities. He stated the direction to regulate OPCs had come from the Community Plan 2030 due to a segment of the community which felt they were having a negative impact. He stated it was very common for cities to regulate certain uses with distance requirements.

Chairperson Harris asked if there was a map showing OPC locations. He asked if there were any that fell within the one thousand foot distance.

Mr. Hornickel stated he could not say with certainty, but he guessed some would fall within the distance.

Chairperson Harris stated he remembered many of the special use requests that came through the Planning Commission for OPCs. He stated he did not have a strong feeling one way or another, but he understood not wanting them lined up together providing a negative experience for guests. He stated he did not think having some limitation would be wrong.

Vice-Chairperson Romine stated she agreed there should be some limitations on OPCs.

Commissioner Seay stated she thought differently, and the market would set itself. She stated a business would not exist if there had been a complaint or a bad guest experience. She stated many businesses rely on the rent from OPCs. She stated a distance restriction could have a negative financial impact on those businesses who rely on such rents when their leases are up for renegotiation.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel stated all comments and opinions shared would be passed onto the Board of Aldermen. He continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding hotel surveillance cameras.

Chairperson Harris stated he recalled the previous comments from hotel owners regarding liability. He stated staff had worked diligently on the adoption of the Tier program.

Commissioner Seay stated she had spoken with the Police Chief to ask his opinion. She stated he had said once a property showed they were unable to maintain the security of their property, they would be required to install surveillance cameras in order to stay in operation under the tier system. She asked why cameras needed to be in the zoning code if they were a part of the tier system. She stated the requirement would cause hotels to have someone monitor the cameras at all times. She stated she wanted to hear from Mr. Huffman regarding the wording proposed and if it was compatible with the large, national brand hotels.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding on-site housing.

Commissioner Seay stated on-site housing was different than the proposed live-work use.

Mr. Hornickel stated she was correct as on-site housing covered when a manger wanted to live on site of a hotel or theater.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel continued presenting the staff report as filed with the Planning and Development Department.

Commissioner McDowell asked if a maximum parking requirement would cause people to park on the street.

Mr. Hornickel stated staff did not want to limit the maximum parking areas for a single family dwelling.

Commissioner McDowell asked if there would be any requirement for off-street parking for dwellings.

Mr. Hornickel stated any garage would be counted for parking as well as any driveway space. He stated there was also new language prohibiting parking on unpaved surfaces within any front yard. He continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding Commission members being a resident of the city.

Vice-Chairperson Romine stated she agreed with the change.

Chairperson Harris asked if the Board of Adjustment code required members to be citizens of the city.

Mr. Hornickel stated it did.

Commissioner Davis stated she thought the way it was worded was intended to mean citizen of the city, but the language was needed so it would be more specific.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding temporary signs.

Chairperson Harris asked if a ballot included twenty items, would a property be allowed to have twenty signs.

Mr. Hornickel stated he was correct and the city could not regulate their content.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response. He then asked if anyone else was present who wished to speak in regards to the first list of items as presented by staff which included alternative financial services, animal shelters, building heights, and through hours of operation for a live/work use.

Mr. Rick Huffman approached and thanked the Commission for allowing more time to review the proposed code changes. He stated he had a conversation with Mr. Hornickel which included great discussion and resulted in some changes. He stated he disagreed with not allowing planned developments below ten acres. He stated he was also against having timeframes for planned developments. He stated three years was too short, and five years would be more preferable.

Commissioner Seay asked if the required noise level for arcades would take away some of the excitement from them.

Mr. Hornickel stated that requirement could be removed.

Chairperson Harris asked if anyone else was present who wished to speak in regards to the first list of items; there was no response. He then asked if anyone present wished to speak in regards to the second list of items which included amusement parlor/arcades, OPC regulations, hotel surveillance, and through members of the Planning Commission.

Mr. Dan Ruda approached and thanked Mr. Hornickel for his efforts. He stated he agreed with Mr. Huffman regarding planned developments. He stated he wanted planned development to be allowed under ten acres. He stated he had not been involved in timeshares or OPCs, but thought the market should be able to control itself. He stated one thousand feet between OPCs was too far. He stated the OPC owners and operators should be able to provide input on the topic. He stated meetings should be had with developers, hotel owners and other stakeholders in the future to update them when any code changes are proposed.

Mr. Huffman stated he did not have an issue with OPCs, but the one thousand foot distance was too far. He asked how many complaints had been received and if they had been logged.

Mr. Hornickel stated he did not know what the number was, and that he did not think they had been logged. He stated the concept for the OPC regulation came directly from the Community Plan 2030 process.

Mr. Huffman stated he thought the free enterprise system had been working, and he thought one thousand feet was too much. He stated the proposed regulation would affect many businesses. He stated he had asked a national commercial brokerage company how much parking spaces restaurant tenants require. He stated Buffalo Wild Wings typically builds five thousand six hundred square feet and requires a minimum of one hundred ten spaces, Texas Roadhouse typically builds seven thousand two hundred square feet and requires a minimum of one hundred sixty spaces, and Cheddar's typically builds eight thousand two hundred square feet and requires a minimum of one hundred eighty spaces. He stated the numbers work out to fifty point nine square feet for Buffalo Wild Wings, forty-five for Texas Roadhouse, and forty-five and a half for Cheddar's. He stated they were around forty-five to fifty when the proposed code was two hundred. He asked for a summary of the surveillance camera topic.

Mr. Hornickel stated any new hotel property would be required to have cameras in their lobby area and at every entrance to the building. He stated the cameras would have to record for twenty-four hours a day, and their film be kept for a minimum of fourteen days.

Mr. Huffman stated what was proposed met the national chain's standards which included exterior doors and the front desk for twenty-four hours a day, but they kept film for a minimum of thirty days. He stated cameras were not allowed in the corridors or pool areas. He stated he disagreed with requiring permits for storage sheds.

Ms. Kandis Davis approached and stated she wanted to comment on OPCs. She stated she was not a timeshare person, but she saw the benefit from them. She stated she thought they would work themselves out.

Chairperson Harris asked if anyone else was present who wished to speak in regards to the second list of items; there was no response. He then asked if anyone present wished to speak in regards to the last list of items which included A-frame signs, real estate and building permit signs, elections signs, and garage and yard sale signs; there was no response. He stated he wanted to thank and congratulate staff for all of their efforts throughout the process. He entertained a motion.

MOTION:

Motion by Vice-Chairperson Romine and seconded by Commissioner Pinkley to approve Resolution 16-12.2.

AYES:	Commissioners Burney, Davis, McDowell, Pinkley, Woolery, Vice-Chairperson Romine, and Chairperson Harris
NOES:	Commissioner Seay
ABSTAIN:	None
ABSENT:	Commissioners Huddleston and Loyd

Motion to approve Resolution 16-12.2 carried with a 7-1 vote.

City of Branson

Zoning Code Update Project Primer

Project Roadmap

Spencer Fane | BNIM

August 2015

I. Project Overview

The Branson Zoning Code Update project is part of the city's overall implementation process for the Community Plan 2030. Adopted in 2012, Community Plan 2030 (the "Plan") is the city's "policy manual for use in the daily planning decisions regarding growth and development, and provides direction for current and future development within the city limits." The Plan is a guide to realizing the community's vision for the future of Branson. The Plan identifies policies, strategies, and actions for a number of elements, including land use, housing, tourism, economic development, and community character.

The role of the zoning code is to implement the Plan by translating the community's preferred development themes and goals into specific instructions (regulations) that detail how development will be designed and approved in Branson. Unlike the comprehensive plan, the zoning code is a legal document and developer compliance is required.

Branson's current zoning regulations are not well-suited to implement the Plan. The zoning code was not well-drafted when it was originally adopted, but it may have worked through some particularly creative implementation. Now, however, the regulations are dated, omit important standards, and not only do not support the city's plan and future growth goals, the current regulations are most likely a barrier to Plan implementation.

Communities that struggle with outdated regulations often see two recurring and disappointing outcomes. First, the lack of development approval certainty inhibits confident, new development because the code makes it difficult or impossible to accomplish the good development that the community and applicant both want to see. Developers rely on some amount of certainty in a zoning process where their time is literally money. If a zoning request for something new or creative requires cutting through too much red tape, applicants will either develop more of whatever is easy or they will stay on the investment sidelines. Second, outdated regulations that inhibit new development also have a negative impact on public investments in a community. Roads, sidewalks, parks, storm sewers – a good and functional code will drive development to maximize public investment and public infrastructure while a dysfunctional code has more unpredictable results.

The purpose of this project will be to update specific components of the zoning code to ensure that the zoning code more fully implements the Branson Community Plan 2030, encourages new and creative development, and provides for the full use of Branson's public investments in its future.

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II. Branson Community Plan 2030 Strategies and Actions

The Community Plan for Branson "addressed growth management, economic development and redevelopment, and provides a framework and guidebook to enhance an inviting community and multi-faceted tourism economy for the next 20 years." The complete vision of Community Plan 2030 is described on page 12 of the plan and it weaves together the following themes:

1. Maintain the Culture and Values of Our Ozark Mountain Legacy
2. Annexation Policies
3. 76 Country Boulevard Improvements
4. Infill Development First Before Going Outward
5. Protection of Natural Beauty
6. Recreation Expansion
7. Year Round Employment
8. Diversify Entertainment Offerings
9. Update Zoning Regulations
10. Strengthening Our Neighborhoods

The following strategies and actions from Community Plan 2030 are relevant to work on this zoning project:

Zoning Regulations

A. Consistent Themes:

Update Zoning Regulations. The existing zoning and municipal codes need to be updated to accommodate the policies in the Community Plan. The zoning regulations should be updated to include regulatory and financing incentives for infill development, overlay zones for vertically mixed-uses, a finer grain of detail for commercial and phasing requirements for Planned Developments, etc. (13).

B. Land Use

LU 3.1.3 Ensure the design of infill and redevelopment projects is appropriate with surrounding and adjacent buildings in terms of intensity of use, relationship to the street and scale. This should apply to residential and all non-residential buildings (34).

LU 3.1.5 Formalize and provide a more efficient approval process for infill and redevelopment projects (34).

LU 3.2.1 Incentivize reinvestment and building rehabilitation of existing commercial properties public-private partnerships and flexibility on development regulations (i.e. parking requirements) (35).

LU 4.1.2 Provide mixed-use zoning, via a zoning amendment or an overlay district, in the identified commercial centers to permit vertically mixed-use buildings, compact development and reduced building setbacks (35).

LU Strategy 5.1 Zoning Regulations. Create zoning regulations that are flexible but require enough specificity in development applications to achieve the desired outcome (35).

LU 5.1.1 Explore the use and development of design guidelines for 76 Country Blvd. and downtown areas. The design guidelines should focus on the built environment and creating high quality public spaces (35).

LU 5.1.2 Document the regulatory concessions that can be offered to incentivize infill development into specified areas in the applicable zoning categories (35).

LU 5.1.3 Amend existing zoning code to provide a finer grain of detail in the commercial zoning category (i.e. tourist commercial, general business, neighborhood commercial, big box commercial, etc.) and to update the allowable and special uses within each new commercial zone (36).

LU 5.1.4 Amend existing zoning classification to include a light industrial/industrial zoning category (36).

LU 5.1.6 Review and analyze the Planned Development zoning regulations and application process to identify areas for improvement (36).

LU 5.1.7 Update Planned Development zoning regulations to require a phasing plan to help regulate the allocation of water and sewer resources incrementally as the project is constructed, and to define a time limit for expiration of the PD's regulations if the project has not commenced (36).

LU 5.1.9 Update the zoning code to include more clear and consistent terms, definitions and clarifications throughout the document (36).

LU 5.1.10 Update zoning code to include sustainable design initiatives and incentives in the commercial zoning category (each commercial zoning category upon zoning amendment). Refer to Land Use Strategy 6 (36).

LU Strategy 5.2 Mixed-Use Development. Create a regulatory framework to encourage mixed-use development of compatible uses (36).

LU 5.2.1 Amend existing zoning regulations to permit residential uses in vertically mixed-use buildings (36).

LU 5.2.2 Identify and eliminate regulatory barriers that prevent the combination and densification necessary for vertically mixed-use development (36).

LU 6.1.1 Zone sufficient land for office to meet the projected demand (37).

LU 6.1.2 Ensure future commercially zoned land is compatible with the surrounding land uses. Commercial buildings should positively contribute to the area and its building materials, massing and relationship to the street and sidewalks should reinforce the areas character (37).

LU 6.2.1 Zone sufficient land for industrial and light industrial uses to meet the projected demand (37).

LU 6.2.2 Ensure future industrial zoned land is compatible with the surrounding land uses. Industrial property should be easily accessible by multiple forms of transportation, utility infrastructure and not on environmentally sensitive land (37).

LU 7.2.1 Define and document the application of sustainable development standards such as Leadership in Energy and Environmental Design (LEED) or similar sustainability standards in the zoning and building code. Sustainable development standards should apply to both building design and site design criteria (38).

C. Housing

H 1.2.2 Create and update zoning codes to include an attainable housing provision, encouraging developments to supply a portion of the development as attainable housing (single-family housing) (47).

H 1.2.4 Create opportunities within the zoning code for the flexibility to support market-driven middle and upper-income housing (47).

D. Economic Development

ED 3.2.1 Define the appropriate regulatory incentives (Floor Area Ratio (FAR)) bonus, height and setbacks variances, parking reductions, etc.) and document the locations of where they can be applied (i.e. centers, targeted development areas, infill properties, etc.) (77).

E. Community Character

CC Strategy 2.1 Pedestrian Experience (Downtown). Reinforce the pedestrian experience with pedestrian-friendly uses, human-scale design elements and general accessibility (90).

CC 2.1.1 Encourage uses (Downtown) that expand the range of pedestrian activities, such as entertainment (cinema, music, farmer's market, etc.), restaurants, hotel/convention facilities and residential uses for all residents and guests (90).

CC 2.1.2 Require all new developments to incorporate human-scale design and architectural elements into their building and site design. Such elements may include signage, awnings, storefronts, and proportional windows (90).

CC Strategy 2.2 Compatible Character. Encourage compatible architectural style for new developments and renovations in the Downtown (91).

CC 2.2.1 Maintain the visual character of the downtown to reinforce the sense of place. Encourage new buildings to maintain the integrity of the built form through building mass, scale, materials and other design features (91).

CC 2.2.2 Develop architectural guidelines and regulations that support tall buildings in the Downtown to support economic vitality (91).

CC 2.4.1 Create design guidelines for development in the downtown. The guidelines should celebrate the history and the desired development and streetscape character (91).

CC 2.5.1 Incorporate public spaces such as plazas, parks, patios and pathways into urban designs for residential, commercial, civic and mixed-use development projects in the downtown (91).

CC 3.4.1 Embrace and encourage high quality and diverse tourism related building (theaters, attractions, museums, etc.) character while forming some compatibility of scale, setbacks and site landscaping that abuts the public right-of-way (92).

CC Strategy 4.4 Compatibility. Promote the capability of uses near residential neighborhoods (93).

CC 4.4.2 Promote a mix of housing types and scales to accommodate the needs of current and projected residents including large lot, small lot, apartments, townhomes, senior and attainable housing.

CC Strategy 4.5 Character. Embrace a diversity of residential character and forms while promoting cohesiveness and livability (94).

CC 4.5.1 Maintain neighborhood diversity by retaining the size, pattern of lots and building character of different neighborhoods within the community to the extent possible as new development occurs (94).

CC 4.6.1 Encourage the design and development of residential buildings that address the street and encourage pedestrian activity (94).

Community

C 2.4.2 Publicize community events and activities online and via the use of signs and banners at key locations (122).

C Strategy 6.3 Community Events. Encourage community events and activities that will promote community engagement (127).

C 6.3.1 Work with the Downtown Branson Main Street Association and other community organizations to organize outdoor community events and activities throughout the City (i.e. farmer's market, arts festival, etc.) (127).

C 6.3.2 Continue to support long-standing community events and festivals (127).

G. Transportation

TR 1.3.1 Define and document incentives for entertainment businesses that promote the use of alternative transportation modes. For instance, **reducing the number of parking spaces required** in exchange for providing space for bus stops on private property (within the curb-to-curb zone) (138).

H. Infrastructure & Environment

EI 1.2.5 Coordinate and provide water service only to specific phases of any planned development as they are implemented. Incremental service to developments rather than providing the maximum water demand at the time of entitlement will lessen the need for the expansion of existing facilities until actually necessary. Refer to Land Use Strategies 2.2, 2.3 and 2.4 for additional actions related to phased utility service (153).

EI 6.1.4 Allow and encourage on-site renewable energy production (158).

EI 6.1.5 Provide incentives to encourage new construction to exceed minimum code requirements for energy efficiency and renewable energy use (158).

Sign Code and Subdivision Regulations

A. Land Use

LU 5.1.5 Review development regulations to determine if there are areas that can be more flexible in an effort to attract businesses to locate in Branson but that still require developers to meet the desired outcome (i.e. tree ordinance, stormwater runoff, riparian zone ordinances, etc.) (36).

LU 7.1.1 Develop regulations for lands with a 30 percent slope and greater (38).

LU 7.1.2 Develop criteria for sensitive land classification (i.e. percent slope, visible hillsides, 100 or 500 year floodplain, etc.) (38).

LU 7.1.4 Provide regulations and standards for development within the identified sensitive lands via a zoning amendment (38).

B. Community Character

CC 1.1.3 Billboards should be limited to the greatest extent practical (90).

CC 2.1.4 Design streets to encourage pedestrian activity with wider sidewalks and sidewalk activity such as outdoor restaurant seating, small retail displays, etc. where possible (91).

CC 2.3.1 Utilize street trees to reinforce, define and connect space and corridors created by buildings and other features along a street. Preserve existing trees to the maximum extent possible to increase human comfort (91).

CC 4.3.2 Design neighborhood streets to discourage speeding and cut-through traffic (i.e. narrow streets, speed tables, on-street parking, etc.) (93).

CC 4.4.1 Cluster higher density residential uses along wider streets that can accommodate higher traffic volumes. Transition medium density products to the lower density neighborhoods (93).

CC 4.6.2 Require all streets to include a sidewalk on at least one side of the street, detached from the curb by a landscape strip (94).

CC 4.7.2 Ensure natural features including waterways, wetlands, steep slopes, floodplains and significant trees are incorporated into all neighborhood designs and are designated as shared community amenities (94).

CC 6.1.1 Design and develop streetscapes that distinguish key corridors and denote hierarchy through within the City. This can be done through landscape design, signage and other identifying elements that celebrate community's image and identity (95).

CC 6.2.2 Develop new street standards for all road classifications to include landscape features, sidewalks, street trees, landscape medians where appropriate, on-street parking, parkways and lighting.

Refer to Transportation Strategy 1.1 for additional strategies and actions related to the street network (95).

C. Parks, Open Space & Recreation

POS 1.3.2 Update regulations that require a minimum percentage of land be dedicated to usable open space in each new residential and non-residential development. Clearly define the term usable in the amended strategy (107).

POS 1.3.3 Implement minimum park requirements, a factor of the number of new residences added, for new residential developments or require a cash-in-lieu payment (107).

D. Community

C 6.4.1 Ensure that streetscape projects, as well as projects creating public plazas, parks and other civic spaces, integrate public art in design (127).

E. Transportation

TR 1.1.4 Continue to regularly evaluate typical road standards (cross sections) for rights-of-way of each road classification to include sidewalks, on-street parking, driving lanes, bike lanes, landscaping, median type, street lighting, etc. and update as necessary (137).

TR 1.1.5 Design new transportation infrastructure to be sensitive to its context, also known as context sensitive design. Roadways should move automobiles, bicycles and pedestrians safely and efficiently but should also be sensitive to the environment, adjacent land uses, scenic and aesthetic values of the area. Refer to Community Character Strategy 6.2 for additional information regarding streets (137).

TR 1.2.1 Establish and adopt Access Management/Complete Streets Guidelines for Branson's roadways using the Missouri Department of Transportation's (MoDOT) guidelines as a basis. Customize the classifications per Branson's road standards. As future improvements are made to the city's street network, access management considerations can play an important role in improving safety and increasing capacity along Branson's roadways (137).

TR 1.2.2 Review and consider MoDOT Access Management/Complete Streets Guidelines when planning for future capacity improvements or retrofitting locally-controlled corridors (137).

TR 3.2.2 Develop and document regulations for new neighborhood development to provide trail connections to the greater City-wide trail system where possible (139).

F. Infrastructure & Environment

EI 1.5.3 Evaluate and make necessary updates to the city's design criteria, standards and requirements for erosion control measures (155).

EI 1.5.5 Promote preservation of natural vegetation and drainage ways and encourage development to incorporate natural features into planning and design (155).

EI 2.3.1 Evaluate and update current solid waste management ordinances to provide provisions for how to address current trash bins not screened or secured (156).

EI 2.3.2 Evaluate and update current solid waste management ordinances to require any new development or redevelopment to provide space for recycle container(s) within required enclosed spaces for trash container(s) (156).

EI 3.3.2 Reevaluate the City's stormwater standards including the maximum impervious cover requirements (157).

EI 4.1.4 Decrease VMT by encouraging compact development patterns that include neighborhood centers offering a variety of services within a short distance of residences. Refer to Transportation Policies 3 and 4 for additional strategies and actions related to alternative transportation (157).

EI 5.1.1 Control and regulate development in sensitive natural areas such as wetlands, floodplains, and critical wildlife habitat areas. When not possible to prohibit development, the development should integrate sensitive areas to minimize the impact to the greatest extent possible (158).

III. Project Objectives and Current Regulations

The purpose of this project is to update specific components of the current zoning code to more fully implement the Plan. We will be reviewing and revising the following categories of standards and regulations: Zone Districts, Use Standards, Special Event Regulations, Planned Unit Development Regulations, Parking, and Landscaping. We anticipate focusing on the following issues as part of this project:

A. Zone Districts

The purpose of zone districts is to group the development types and sizes that a community wants located in a specific area and to provide instructions about the development of uses and structures that are appropriate to support the comprehensive plan in that district. Zone districts can restrict development to a single use category, such as single-family residential, or encompass a range and mix of uses such as Branson's Downtown district. While there are typically multiple ways to develop a structure within a single district, the dimensional and development standards are established to ensure development within a range of sizes and placements that conforms to the community's development plans and relates to the uses and structures already in place.

1. Establish a Zone District Line-Up that Supports Branson's Places

Branson's current zoning regulations establish ten functional base zone districts for use in the city: four residential, two commercial, one industrial, one planned development, one wilderness area and one agricultural. This is a fairly short list and, accordingly, the districts are very broadly drafted to encompass the range of possibilities for that zone for the entire city. For example, the commercial district applies equally to the 76 Corridor and the Branson Hills big box stores.

This is a fairly simplistic district line-up for a community with a broad range of uses and development areas. Branson was not that simple or rural in development style when this code was adopted in 1988 and it has continued to diversify in multiple creative ways since that time. As the city continues to grow and expand in both residential and commercial development, the broad standards in place in the current zone districts will permit development conflicts that may impact both development decisions and property values. For example, a lumberyard could be established in the Downtown district with the issuance of a special use permit.

The city can address some of these problems permitted by the current zoning and establish more effective standards for new development by enhancing the zone district line-up to establish a broader range of districts that better reflect both current development standards and preferred future development patterns. The full range of potential districts will be identified in this project and may include: mixed-structure residential that encourages a mix of single-family detached and attached structures along with rowhomes and multifamily structures; a range of commercial districts that distinguish the use mix and structure size based on the location of the zone in the community, such as neighborhood

commercial; an entertainment and tourism district along the 76 Corridor; and a mixed-use district that encourages a mix of residential, retail, and employment within a walkable community.

2. Update Bulk and Dimensional Standards to Reflect the Range of Local Development Scales

Bulk and dimensional standards are the measurements within a zone district that establish the size and location of a structure on a lot. This includes minimum lot size, yard setbacks, building height, and lot coverage. Branson's current dimensional standards are designed to encourage development that more suburban than small-town urban in nature – a recurring theme in the current code. For example, the front yard setback in all of the residential districts and the commercial district is 25 feet. In a more compact, small-town setting the front residential setbacks for residential closer to downtown would typically be five to 10 feet and the commercial front setback might be zero. Similarly, building height in the single family districts is capped at 35 feet, which is approximately 2.5 stories. In many more urban areas these days, even those in smaller communities, townhomes on narrow lots are built to three or four stories.

We will work with the city to update the dimensional standards as they apply to the existing and proposed zone districts. In areas where existing development will be incorporated into a redevelopment project, we will recommend contextual dimensional standards that will allow a blending of the existing and new development.

Additionally, we will look at the existing historic structures downtown that serve as the framework for redevelopment, around which infill development should be blended. The current Downtown zone district does not have specific setback requirements. This is good because it avoids the creation of dimensional conflicts between new and existing development. The flip side of this approach, though, is that the district is missing standards that require the new development to locate in a manner that blends with existing development. This includes lining-up the front setback of infill structures with surrounding development, prohibiting the creation of parking in front of a structure, and restricting the development of incompatible structures such as single-story buildings in a line of three-story buildings. We propose adding those standards to the Downtown district regulations and across new commercial districts where appropriate.

3. Explore Incorporating Basic Standards for Building Form in Mixed-Use and Commercial Districts

Many communities across Missouri have established minimum standards for multifamily and commercial structure design and placement on a lot. This does not mean that the regulations specify what the structure should look like – that is done through "architectural standards" – but instead, the regulations include regulations for how buildings relate to each other and surrounding development in size and location, how ground floors need to be designed for commercial use and pedestrian-friendliness, how the design of the structure needs to be carried to all areas viewable by the public, and what range of colors and

materials are appropriate for use. These standards typically focus on two types of development – big box retail and mixed-use development.

Branson's current zoning regulations do not provide a comprehensive or cohesive set of multifamily or commercial development standards. Where site design is addressed by the city, it is probably done through case-by-case negotiations with a developer. This is a difficult way to undertake development. In general, developers find that negotiation causes a loss of predictability that can add to longer approval times and higher carrying costs. Where applicants cannot anticipate how ordinance provisions will be applied and they expect to be forced to negotiate every aspect of the development, many applicants will submit very simplistic development plans to start the trading game of development approval. Creativity and community investment are neither included in nor rewarded by this approach. Similarly, neighbors cannot rely on existing zoning standards to protect them and have little certainty about what might pop up on the redevelopment site next door. Moreover, city staff must also devote substantial time not only negotiating the site plan up front, but in trying to administer it over time.

In this project we will work with the city to establish baseline building and site standards. We believe that it is important to achieve a balance between ensuring objectivity and allowing for the flexibility needed to meet unusual circumstances and encourage creativity. To strike this balance, we will identify alternative design options where possible and allow the property owner flexible approaches to complying with the standards, rather than prescribing a one-size-fits-all approach.

B. Use Standards

Zone districts also allocate uses across a community. Some districts are established to address a single use, such as residential. Other districts regulate a range of uses such as commercial and industrial. Some uses blend well together, including residential and retail, and others are better separated from other uses, such as heavy industrial. How a community mixes and separates uses impacts where we build our homes, our offices, our shopping areas, and our recreation spaces.

1. Modernize Uses in Districts

The uses for each district are currently listed in two categories in each district – permitted uses and special uses. The existing lists have three basic problems: (1) they are both dated and incomplete, including uses such as boardinghouses and newspaper publishing and not including uses such as live/work residential, alternative financial services, digital production, and urban agriculture; (2) they are unnecessarily detailed, identifying uses such as drugstore, florist, and antique shop establishments in a single district (all of which could be covered under a definition of "retail establishment"); and (3) they include uses that are inappropriate for the specific district, such as permitting a feed store downtown. Additionally, because these lists are currently organized by district, there is no easy way to compare one district to another to ensure that the uses are properly distributed and reflect the city's preferred use mix in each district.

We recommend that the city convert the lists to a table that is easy-to-read and summarizes for each district whether a use is: (1) permitted as a matter of right, (2) permitted as a matter of right subject to specific standards, (3) allowed only if reviewed and approved as a special use, or (4) prohibited. Following is an example table from another community:

Use Category	Use Type	Zone Districts									Resource-Land-Zone-Districts				Art. VII - Division 1 Standards	Use Standards
		R	RS	RU	RM HP	CB	CL	CG	I	PL	RLP	RLE	RLTS	RLGS		
	Airport	M								●						7-802,3
	Heliport	M	M	M	L	L	L	L		●	M			M		7-802,3
Assembly																
	Community Meeting Facility, Reception Hall, or Auditorium	A	A	A	A	A	A	A	A	●	L	L	L	L		7-829
	Fraternal Lodge	L				●	●	●		●						
	Place of Worship	A	A	A	A	A	A	A	A	●				A		7-828
Cultural Facility	Library—Private	A	A	A		●	●	●		●						
	Museum	A	A	A	A	A	A	A	A	●						
Day Care	Adult Day Care	A	A	A	A	A	A	A	A	●				L		
	Day Care Center															7-830 (family-child-care-center)
	Family Child Care Home	L	L	L	L	L	L	L	L	●						

Once the uses are grouped by category, the city will be able compare similar existing permitted uses across districts, eliminate potential redundancy or overlap in use, identify new uses that should be permitted, and highlight specific uses for additional regulations.

2. Establish Standardized Use Regulations

In addition to consolidating and re-organizing the current use tables to take a better look at the list of uses, the city should also collect and consolidate all of the use-specific standards in a single location and update them as necessary. This will make the code easier to use and ensure that: 1) all necessary standards are specified and included, 2) there are no inadvertent internal conflicts with the regulations, and 3) all cross-references are in place.

C. Planned Unit Development Regulations

Planned unit development (PUD or PD) is one of the methods that the city and development community in Branson (and many other communities across the state and country) have employed to work around barriers or lack of standards in the existing regulations. Procedures for individual planned unit developments were enacted throughout the country beginning in the 1960s as a way to give developers more flexibility to design innovative projects or master-planned communities. PUDs were originally intended for large, exemplary projects. The underlying concept is that if the private sector is given greater leeway and flexibility to design a project and mix uses, communities will benefit from more creative development and from a higher level of amenities, such as open space, than would otherwise be required.

There are, however, three significant practical shortcomings to operating outside of standard zoning district requirements and development regulations. First, each project is negotiated, creating the same problems identified in Section 3.B, above. Second, the design outcomes can

be uneven. One of the original rationales for allowing developers to use PUDs was the promise that such developments would offer significant community benefits such as additional open space, community centers, higher quality building materials, and other amenities and upgrades. Where, as in Branson, there are only minimal development standards in place, communities frequently find that they negotiate with the developer only to ensure the basics of design, not the amenities or the upgrades. And third, each approved PUD establishes a new layer of zoning administration. Each approval typically includes detailed design conditions that are unique for the particular buildings or sites that are the subject of the PUD plan and that will differ, even slightly, from other approved PUD plans. The use of PUDs means that later (which may be weeks or even years later), whenever a developer or owner wants to erect a new fence, change the type or location of a sign, or change the landscaping, planning staffers must search for the specific PUD plan and take the time to carefully analyze whether the request complies with the detailed specific PUD conditions. In effect, staff has to administer many mini-zoning codes with varying standards and expectations.

By establishing more generally applicable design standards and a broader range of zone districts, the city can move away from the PUD process to a development approval approach is has more long-term sustainability and administrative certainty. The city can then take a look at its goals for the use of PUD for the next twenty or thirty years and revise the existing regulations accordingly.

D. Special Event Regulations

The special event regulations in the current code were molded over time into a catch-all of temporary uses, accessory uses, signage requests, vending regulations, uses in public venues, and even some actual special events. If somebody wanted to do anything in Branson for a short period of time and avoid entire sections of the zoning regulations, this had been the place to go for a permit even though the current code did not specifically address the typical requests. Special events are, though, important in lively tourist-oriented communities and these regulations should be updated to address the impacts of actual special events, including a clear definition of what is a "special event." The less-special items which had been wrongly regulated by this section should be moved to the appropriate area of regulation, such as a category of regulations for temporary uses and more specific standards for temporary signage. Additionally, the special event permitting process should be revised to ensure that the city is afforded a complete review of all aspects of the event.

E. Parking Standards, Lot Design, and Landscaping Standards

The city's current parking standards, lot design, and landscaping standards suffer from some of the same outdated and over-generalized problems as the current zone districts. Like many communities, Branson's parking ratios are built on assumptions made for suburban office and retail parking established in the 1960s when people drove not only from home to the store but then also drove and re-parked their cars to go from one store to another. Branson, in contrast, is a fairly compact and very walkable community with a community plan focused on increasing walkability as the city develops and redevelops over time. This is a good time to rethink

commercial parking areas, making them more consolidated within the community, reducing the required parking for most uses, and enhancing parking lots through better landscaping to make them cooler (at least temperature-wise) and provide a greener blend with surrounding development.

IV. Project Process and Schedule

A. Phase 1: Project Kick-Off and Code Analysis Report

In Phase 1, we will review all relevant city plans and the current zoning code along with any recent amendments, development applications, recent variance requests, any previous public input regarding code updates, and additional code-related documents and policies. We will also work with city staff to establish a project advisory committee and design a complete public involvement program that engages the community for the length of the project. We will start the public involvement process with a series of stakeholder interviews and public outreach efforts.

Based on our document review and the information collected during the interviews and outreach meetings, we will prepare an assessment of Branson's current zoning code that provides the following information:

1. Analysis of the current code,
2. Identification of zoning "best practices" applicable to the Branson code update, and
3. Introduction of a proposed annotated outline of the updated zoning regulations.

B. Phase 2: Draft Updated Zone Districts, Use Standards, Special Event and Planned Development Regulations

Following the preparation of the Branson Code Assessment Report, we will prepare an initial draft of the updated zone districts, use standards, planned development regulations, special event regulations, and definitions (Phase 2 Revisions) that addresses the issues and themes raised in the code assessment report and establishes specific, objective standards that reflect Branson's design and development preferences. The draft standards will include reader commentary where necessary to explain changes from current practice and the rationale behind new provisions. The draft regulations will be organized with user-friendliness as a key priority and will be illustrated with maps, graphics, and photos as appropriate. We will review the first draft with staff before making revisions and releasing the updated standards for wider review.

C. Phase 3: Update Parking and Landscaping Requirements

Based on the updates recommended in the Branson Code Assessment Report and the code amendments prepared for the Highway 76 Corridor Overlay District, we will prepare draft updated parking and landscaping regulations for staff review (Phase 3 Revisions). Similar to the Phase 2 Revisions, the updated parking and landscaping standards will include reader commentary where necessary to explain changes from current practice and the rationale behind new provisions. The draft regulations will be organized with user-friendliness as a key priority and will be illustrated with maps, graphics, and photos as appropriate.

Branson Zoning Code Update Schedule												
Phase/Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1: Project Kick-Off and Code Assessment Report												
1.1 Document Review												
1.2 Stakeholder and City Meetings												
1.3 Branson Code Assessment Report												
Phase 2: Draft Updated Zone Districts, Use Standards, and Planned Development Regulations												
2.1 Phase 2 Revisions: Staff Draft												
2.2 Phase 2 Revisions: Public Draft												
2.3 Phase 2 Revisions: Adoption Draft												
Phases 3: Draft Updated Parking and Landscaping Regulations												
3.1 Phase 3 Revisions: Staff Draft												
3.2 Phase 3 Revisions: Public Draft												
3.3 Branson Zoning Code Updates Adoption Draft												
Phases 4 and 5: Review and Update Sign Code and Subdivision Regulations												
Additional scope/fee/schedule to be determined												

Branson, Missouri Zoning Code Update
Themes and Related Issues from the Stakeholder Input Sessions

Themes

The following consistent or repeated themes about necessary updates to the Branson Zoning Code emerged from our public input sessions on August 5 and 6:

1. The current base zone district options need to be expanded to promote the Strategies and Actions identified by the community in Branson's Community Plan 2030.

a. Description

The current regulations are broadly drafted and applied similarly across areas of the city that function in very different ways. Community Plan 2030 anticipates a variety of development types, such as infill and mixed-use development that would either be very difficult to approve under the current regulations or that would be barred altogether. New zone districts with appropriate dimensional standards and use allocations should be created that reflect more of the nuance that currently exists and that can exist in the future in Branson, such as: a) a district that permit small lot residential development near downtown, b) an assortment of districts that reflect the differences between commercial development on Highway 76 and commercial development in the more "suburban" areas of the city, and c) a district that encourages the construction of mixed-use development to provide homes and services in a more walkable design.

Within the line-up of new and existing zone districts, the range of dimension and uses should be reconsidered to reflect the needs of different "places" within the city. Uses that help to establish a place should be made easy to approve within the district, with the full range of use standards spelled-out in the district so developers and property owners have a clear understanding of what development approval will require. Finally, to ensure that all of the district use and development standards are met for by-right development, the city should put a site plan review process in place.

b. Actions

i. Identify a full line-up of zone districts for Branson that reflect the development regulations for the various places within the city.

ii. Allocate permitted and conditional uses across the new district line-up.

iii. Establish use standards as necessary for individual uses.

iv. Examine whether current non-conforming use standards serve city strategies and actions and update as necessary.

v. Consider establishing some basic site layout, massing, and materials standards for non-residential uses.

vi. Draft a site plan review process.

c. Related Issues

Many of our stakeholder discussions about different development types across the city addressed both uses and site layout and design standards such as open space, connectivity, and streetscape/tree requirements. Some of these standards are currently located in the

subdivision regulations and some are addressed through negotiated approvals. As the city moves forward with its regulatory update, it should consider creating a full set of site design and development standards along with updating and incorporating the subdivision design standards that can also be made applicable to individual lot standards through a unified development code.

2. Updates to the use regulations and new review processes are needed to fill regulatory gaps and make the use regulations more objective and predictable.

a. Description

Branson's current zoning regulations do not adequately address all of the many moving pieces of uses and activities that make Branson the lively place is it for most of the year. Some of the existing gaps in the code have been "fixed" by overuse of the special event permit process. The current code originally addressed uses permitted by right and uses permitted through a special use permit but no other aspects of uses, such as accessory uses or temporary uses or even new uses altogether. In that area of regulatory silence, the special even permit process was stretched (and twisted) to address all kinds of things that might have been special events as well as other things that needed to be reviewed before a permit could be issued but that certainly were not special events. As the city has made an effort to close this regulatory black hole, applicants with good project and entrepreneurial ideas are finding themselves stuck without the approvals they need to move forward.

Experience tells us that as we pull this issue apart to create standards that allow the city to better regulate a wider range of use issues, we will find three things. First, not all of the use issues that have previously been addressed through the special event process actually need to be reviewed on an individual or case-by-case basis. Instead, these uses need a set of standards for typical use and an administrative site plan review process. The goal should be to move as many applicants as possible through a simple administrative use review, saving higher levels of review for projects with more significant impacts on the city. Second, we will find that the city has been regulating more than just uses but also layout and structure of the site through the special event process and this should be part of the conversation about the creation of development standards. And third, with all of the pressure placed on the special event permit process through an ever increasing number of requests for events, the city will want to put in place some standards that allow reasonable controls on and restrictions the impacts of special events.

The city can address the current regulatory gaps by rounding out the suite of use standards and permitting processes as follows.

b. Actions

i. Adopt standards and a permitting process for temporary uses.

ii. Establish more complete use regulations for both principal and accessory uses along with more non-traditional uses such as food trucks and short-term rentals.

iii. Create a site plan review process that allows the city to address changes related to uses that may not require rezoning or a special use permit.

iv. Establish a review process for temporary signs that are requested without special events.

v. Update the special event permit to adequately deal with special events.

c. **Related Issues**

i. Liquor Licenses

The issue of reducing the spacing requirements between civic uses and establishments with a liquor license was raised in a few stakeholder meetings. Particularly in Downtown Branson, business owners see a demand for activities such as wine tastings or craft brewing that are both Branson-appropriate and in keeping with visitor expectations. There was also discussion about options for permitting liquor licensing for private, outdoor events.

ii. Extended Stay Motels

Many of our stakeholder groups brought-up the problems caused by the conversion of regular motels to extended stay facilities that function essentially as single-room occupancy residential units without meeting city standards for that use. Zoning regulations are only one aspect of addressing this use, and we understand that the city is taking specific steps to try to stop this activity through zoning enforcement combined with law enforcement intervention.

3. **Community Plan 2030 makes infill and redevelopment projects a priority and some of the standards in the current zoning code will need to be revised and made more flexible to implement this priority.**

a. **Description**

Infill and redevelopment projects are good for a community - they repair torn parts of the community fabric. Many times, though, both infill and redevelopment are difficult to achieve because zoning standards create difficult or insurmountable barriers to these complex projects. Both types projects are made difficult where dimensional standards are not flexible enough to accommodate the project, where required site design is intended for greenfield development, and where there is not sufficient procedural flexibility to allow planning staff to work with the applicant to accomplish the project.

Branson has historic and established areas in town where there will be very little building demolition and turn-over but in which there may be unique infill lots or redevelopment projects that will require flexible regulatory standards. Additionally, given the future development preference for compact development and walkability along with existing topographic constraints, the city may want to consider options for increased residential density and re-subdivision over time to allow the creation of mixed-use development.

b. **Actions**

i. Establish infill and redevelopment standards that allow the reduction of dimensional standards and site development requirements such as parking and landscaping as appropriate to encourage reuse of a site.

ii. Incorporate a minor modification process in the code that allows either the Director or Planning and Zoning Commission to make minor changes to measurable code standards in specific circumstances (such as a 15 – 20 percent

reduction to parking lot landscaping for infill projects) without a full variance review.

c. **Related Issues**

i. Unpredictable Code Inspection

During our stakeholder interview process, we heard from multiple participants that the building and code inspection process in Branson can actively hinder or discourage redevelopment in older structures. Stakeholder identified two specific issues: (1) lack of predictability, where different inspectors have different code interpretations that result in project delays and unexpected expenses to property owners, and (2) a perception that undertaking the code inspection process is so unreasonable and that the requirements will be so disproportionate to the project that it is not worth undertaking the rehabilitation of an existing structure, especially an older structure.

ii. Adoption of Additional Codes Relevant to Branson

There was some discussion among stakeholders about the city adopting a building code specifically geared toward rehab and redevelopment and also discussion about the adoption of an energy code.

4. **With new zone district options and better use standards in place, the planned unit development (PUD) process should also be updated to better support the city's preferred development patterns.**

a. **Description**

Over the past fifteen or twenty years, Branson, like many communities across the country, has increasingly used PUD approval for a variety projects including some large, multi-year mixed-use developments. Like many other communities, Branson has adopted this approach to provide flexibility in development design and approval and to fill some regulatory gaps when it comes to managing larger projects. And, like in many other communities, it appears from our conversations with Branson stakeholders that in some cases the PUD process was used to avoid individual site issues or to hand-over the development process to a master developer, and the resulting approval had very little to do with requiring good development for the betterment of the community.

Planned unit developments are essentially negotiated zoning "deals" that supersede the zoning and subdivision regulations that would otherwise apply to each piece of property. This zoning approach was originally developed in the late 1940s, as post-war residential and retail development exploded, to insert flexibility into the zoning and subdivision process – usually by allowing smaller lots or greater density/intensity of development in return for the provision of additional development quality or community amenities. This increased development quality could mean more and better located open space, more landscaping and buffering, higher building design standards, more resource conservation or environmental protection, or almost anything that the local government wanted to encourage. PUDs were not intended to allow flexibility for greatly increased density or change in uses to applicants who only intended to meet baseline development standards – they were intended to be used when applicants were willing to provide better-than-minimum design in return for flexibility in other areas.

Choosing to approve projects as PUDs simply to change current regulations has three measurable impacts on the local development process.

i. Where a PUD process is used as a code work-around, developers discount other available processes (e.g., variances) and minimize the role of staff and the planning and zoning commission in an effort to get to the governing body as soon as possible. This may result in renegotiating the project in the public hearing ("designing at the podium") which is not the best venue for considering how design requirements and community improvements will play out.

ii. PUD approval is a two-step process (at a minimum) that may involve significant time lag between approvals, during which time the city's policies toward development may change. And, as we were reminded by our stakeholders, the market may also change during this time and the resulting project may not at all reflect the expectations of the original purchasers.

iii. Approved PUDs create long-term, future administrative headaches and extra delays for later applications by essentially creating dozens of site-specific mini-zoning codes.

Many communities that have either allowed or encouraged the use PUDs, like Branson, are now starting to rein in the PUD approvals and move to a regulatory process that provides more certainty and efficiency.

b. Actions

i. Revise the current PUD regulations to link PUD zoning to a specific base district and then allow the PUD site plan to show a revision of those standards by a specific percentage. For example, a commercial PUD may increase the maximum building height permitted in a C district by 15%.

ii. Explore the expectations, standards, and outcomes of existing Branson PUDs and determine if these projects can be accommodated by the proposed new zone districts or limited PUD process or whether there should still be a more open-ended PUD that has performance metrics and measurable outcome requirements.

iii. Identify a list of community enhancements that Branson would like to accomplish that will be required to be included in approved PUD projects. For example, the city may want to require more publicly-accessible passive open space or the provision of a number of affordable housing units.

iv. Discuss limiting the use of PUD zoning in areas of the city where the development standards should not be modified, such as Downtown Branson.

5. The city needs to consider options for addressing the growing affordable housing problem.

a. Description

As a tourism-based community, Branson relies on service workers to fill the relatively low-wage hospitality, entertainment, and retail jobs that help create the overall tourist experience in Branson. According to a 2013 report by the Center for Housing Policy (supported by the MacArthur Foundation), however, most housekeepers and wait staff cannot afford the typical

rent on either a one- or two-bedroom apartment in any metro area. This is not a Branson-only problem, multiple studies show that tourism appears to contribute to a lack of low-income housing by increasing housing costs and attracting temporary workers who are typically underemployed. This problem is exacerbated in communities that are also a market for second-homes where the sale of those homes pushes up the price of all housing in the community.

The provision of affordable housing is a complex problem and cannot be solved simply through zoning code changes. The city may want to consider establishing an affordable housing task force that can identify all of the issues at play in Branson such as complex project financing and standards for the conversion of illegal, single room occupancy motels. Within the scope of the zoning code update, there are some changes that can be made to remove some of the traditional barriers to affordable housing.

b. Actions

i. Outline options for a more complete approach to providing affordable housing so that the city can identify how to proceed with this issue.

ii. Review the amount and location of land zoned for residential or mixed-use development.

iii. Ensure standards and opportunities for small lot and infill development.

iv. Provide locations and standards for a variety of types of neighborhood-compatible multi-family development as of right.

v. Consider flexibility in site design requirements that impact project costs, such as the provision of amenities and parking.

c. Related Issue

There is a need for improved public transportation in Branson. There was discussion across multiple stakeholder groups that there are few ways for workers without cars to travel around Branson and this issue likely contributes to the demand for accommodations in extended stay motels because the existing multi-family rental units are not located near jobs.

6. The current parking standards need significant revisions to better reflect parking needs throughout Branson.

a. Description

In our stakeholder meetings, we discussed a broad range of parking issues, including current off-street parking ratios that are difficult to interpret and ultimately require the provision of too much parking for many non-residential users, problems with the location of parking Downtown, and restrictions that don't allow for the sharing of parking among different use types across the city. We discussed the nature and function of parking in a community with so many different attractions and the places where tourists, guest, and employees want to park but cannot.

There is a lot of information in planning literature about how the parking standards in many zoning codes were established based on a background of poorly estimated suburban parking requirements from the 1960s. Branson's current regulations add a twist to that approach because they are measured based on occupancy standards, an approach that is rarely used in modern regulations, is very difficult to calculate, and for which there are no studies that show a close correlation between the resulting parking and the actual needs of the use. The rest of the

problem with the current regulations is age – Branson's parking standards and practices haven't kept track with changing parking research and best practices. The current regulations should be updated as follows.

b. Actions

i. Replace the current approach to calculating off-street parking with a more objective and easily-measured approach of parking based on square footage of the structure for which the parking is provided.

ii. Incorporate standard parking reductions for small uses, uses in walkable locations, and uses for which public transportation can be provided.

iii. Add standards for shared or joint parking and a process for recording the proper users of the lot.

iv. Update the parking lot design requirements to enhance landscaping requirements and incorporate on-site stormwater management techniques.

c. Related Issues

The stakeholders identified a number of issues related to Downtown parking. They believe that the existing free parking is not well signed and difficult for visitors to find. They also believe that employee parking should not be allowed on Main Street and more attention should be given to requiring shop owners to require their employees to leave the front-door spaces open for customers. Finally, there was also some discussion about metering the parking on Main Street to require those spaces to be opened-up and turned-over periodically throughout the day.

Zoning Code Update – Stakeholder Groups

Commercial

- Steve Hartley
- Jamie Whiteis
- Laurie Hayes
- Duane Gerkin
- Nolan Fogle
- Bob Huels

Planned Developments

- Brad Hoffman
- Michael Pinkley
- Dan Ruda
- Kris Heffron
- Ronni Haston

Residential

- Tom Epps
- Joe McDowell
- Dave Edie
- Jim Robertson

Open Space

- Clark Harris
- Gabe Miller
- Greg Cassell
- Kurt McDonald

Special Events

- Terra Alphonso
- Jessica Luthardt
- Stephen Marshall
- Marc Mulherin
- Sue Braun

Temporary Use

- Robert Niezgoda
- Brad Thomas
- Deborah Cohen
- Josh Bills
- Rick Castillon
- Craig Wescott
- Danita Brown

Parking & Landscaping

- Scott Skoglund
- Tom Treat
- J.B. Farley
- Bob Keller
- Renee' Johnson

CITY OF BRANSON
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City of Branson Zoning Code Update - Project Summary

The following represents the significant modifications proposed within the zoning code update:

- Overall organization of the code so it is more simplified and efficient for all users
- Definitions have been reviewed for clarity and modernization; several definitions have been added and subtracted to reflect current developments and practices
- Common procedures for processing applications have been added to reflect actual practices
- Site plan review process has been expanded so developments can be more thoroughly reviewed to ensure compliance with the code and the Community Plan 2030
- The process for Planned Developments has been modified so they are regulated as overlay districts; they must include a phasing program and public benefit; timelines established so incomplete developments are reverted back to their base zoning
- Establishes 13 zone districts based on the recommendations of the Community Plan 2030 as compared to the 10 current zone districts
- Revises the Conservation Zoning District to reflect current uses and anticipated future uses
- Establishes five commercial districts (neighborhood, community, mixed use, downtown, entertainment) as compared to two (commercial, downtown) in current code for more orderly development, and so specific uses are allowed in appropriate areas
- Creates an Entertainment District with compatible uses to allow for the flexibility and creativity desired along Highway 76, as envisioned in the Community Plan 2030, and currently being pursued by developers
- Updates to the Industrial District and the addition of a Business District to reflect anticipated future uses
- Updates to the bulk and dimensional standards to reflect the range of local development scales and to better reflect modern development practices
- Creates the ability to develop an entertainment structure up to 200 feet tall within the Entertainment District if up to 50 percent transparent (i.e. Ferris Wheel and Bigfoot Tower)
- Adds numerous new uses which currently exist in Branson, or are anticipated in the future based on modern practices and developments
- Creation of supplementary standards so certain uses can be reviewed and approved administratively rather than through a public hearing process
- Introduces a temporary use category to accommodate uses that may exist on private property for a short duration including food trucks, farmer's markets, seasonal sales and public events
- Updates the special event definition to be more clear and reflect current practice
- Proposes required parking to be calculated by square footage instead of occupant load
- Establishes maximum parking standards and modern design requirements if excess is requested
- Revises temporary signs due to Supreme Court decision which generalized regulations based on location, size and length of time

BILL NO. 5081 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING CHAPTER 22, BUSINESS, CHAPTER 42, FIRE PREVENTION AND PROTECTION, CHAPTER 58, OFFENSES AND NUISANCES, CHAPTER 62, PARKS, RECREATION AND OTHER CITY FACILITIES, CHAPTER 66, PLANNING AND SUBDIVISIONS, CHAPTER 70, SIGNS, CHAPTER 78, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, CHAPTER 86, TRAFFIC AND VEHICLES AND CHAPTER 94, ZONING OF BRANSON MUNICIPAL CODE PERTAINING TO THE ZONING CODE AND TEMPORARY SIGNS.

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

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

Section 2: That Chapter 22 - *Business,* Chapter 42 – *Fire Prevention and Protection,* Chapter 58 – *Offenses and Nuisances,* Chapter 62 – *Parks and Recreation and Other City Facilities,* Chapter 66 – *Planning and Subdivisions,* Chapter 70 – *Signs,* Chapter 78 – *Streets, Sidewalks and Other Public Places,* Chapter 86 – *Traffic and Vehicles,* and Chapter 94 - *Zoning* are hereby amended to read as follows:

CHAPTER 22

BUSINESSES
ARTICLE II. LICENSES

Sec. 22-36. - Lodging establishments in [~~R-1~~]<u>Low Density Residential</u>.
A business license may not be granted to a business that provides lodging for legal consideration for a term less than 30 consecutive days in a district zoned [~~R-1~~]<u>Low Density Residential</u>.

ARTICLE III. PEDDLERS AND SOLICITORS
DIVISION 1. GENERALLY

Sec. 22-80. - Special event permit required to solicit.

(a) It shall be unlawful for any person, firm or corporation to solicit on public property within the city without issuance of a special event permit from the [~~planning and development director or~~]the board. In addition to the general application requirements for a special event permit, the solicitor shall provide the following information to the planning and development director:

ARTICLE IV. SECONDHAND GOODS
DIVISION 1. GENERALLY

Secs. 22-132—22-[~~160~~]<u>195</u>. - Reserved.

[~~DIVISION 2. YARD, RUMMAGE AND SIMILAR SALES~~]

[~~**Sec. 22-161. - Generally; permit.**~~

~~(a) No person shall advertise, conduct, hold, carry on or permit any outdoor display or outdoor sale of used merchandise or other items of used personal property in any commercial district, unless such display or sale is as follows:~~

~~(1) Antiques or used merchandise or other personal property which is part of the business's normal stock of inventory;~~

~~(2) On the grounds of a dwelling used for residential purposes, permitted pursuant to subsection (b) of this section; or~~

~~(3) Approved as part of a special event permit pursuant to chapter 94, the zoning regulations.~~

~~(b) No person shall advertise, conduct, hold, carry on or permit any home, garage, patio, yard or rummage sale on the grounds of or within any dwelling within the city without a permit.~~

~~(c) Such permit issued by the finance director shall set forth, in writing, the name of the person holding or conducting such sale, the location of the sale, and the date such sale is to be held.~~

~~(d) No permit shall be issued by the city to any person or premises more often than once every 60 days and the permit shall be subject to the limitations provided in this division; provided, however, that schools, churches and bona fide nonprofit organizations may carry on rummage sales with no restrictions as to number of or duration of the sales if the sale is held on school or church property.~~]

[~~**Sec. 22-162. - Number and duration limited.**~~

~~(a) No person shall advertise, conduct, hold, carry on or permit any home, garage, patio, yard or rummage sale on the grounds of or within any dwelling within the city more than three times in any one calendar year nor shall a permit be issued to a person or premises more than three times each calendar year.~~

~~(b) No person shall advertise, conduct, hold, carry on or permit any home, garage, patio, yard or rummage sale which lasts more than four consecutive days.~~]

[~~**Sec. 22-163. - Administrative fee.**~~

~~The finance director shall issue a permit to applicants who are in compliance with this division upon payment of an administrative fee in the amount provided in the city fee schedule.~~]

[~~**Secs. 22-164 - 22-195. - Reserved.**~~]

DIVISION [~~3~~]2. PAWNSHOPS AND PAWNBROKERS

ARTICLE V. VEHICLES FOR HIRE
DIVISION 6. HORSE-DRAWN CARRIAGES FOR HIRE

Sec. 22-420. – Designated route map.

Except when approved as a Special Event, the Board shall designate a horse-drawn carriage route(s) to be used by all horse-drawn carriages licensed in the city. The route(s) shall only be located in the [~~D downtown commercial~~ district]**Downtown District**, as defined by the official zoning map. The route(s) shall be designated in writing and by a map, which may include a designation for exclusive use carriage stand. The route(s) shall be designated by passage of a resolution by the Board.

CHAPTER 42

FIRE PREVENTION AND PROTECTION
ARTICLE III. FIRE PREVENTION CODE

Sec. 42-56. - Fireworks.

No person shall sell, discharge, dispense, or store fireworks except in conformity with the following provisions:

(1) Fireworks sales shall be limited to the period beginning at 7:00 a.m. on June 20 and going through 6:00 p.m. on July 10, except for retail sales to buyers from outside the state.

(2) Discharge of fireworks shall be limited to the periods of 7:00 a.m. to 12:00 midnight on July 3 and 7:00 a.m. to 12:00 midnight on July 4, unless otherwise approved as a special event[~~ pursuant to chapter 78~~].

CHAPTER 58

OFFENSES AND NUISANCES
ARTICLE I. IN GENERAL

Sec. 58-1. - Definitions.

Residential property means any property or portion thereof which is [~~designated~~]**within a residential district,** or used exclusively for residential purposes [~~zoned in the city as R-1, R-2, R-3 or any residentially designated area in a planned development (PD) or in a commercial district where the only use of the property is for one- or two-family dwellings~~].

ARTICLE VII. NOISE

Sec. 58-262. - Prohibited acts.

(a) Except as otherwise permitted by special event permit[~~ pursuant to article II of chapter 78~~], or other action of the board, or as otherwise provided in this Code, it shall be unlawful for any person to play, use or otherwise allow the playing or use of any sound-producing device or allow any other noise source from private property in which the sound emission can be heard beyond the property lines between the hours of 11:00 p.m. and 7:00 a.m. or at any other time in which the sound is of a volume, intensity or duration as to be detrimental to the reasonable comfort of another.

(h) Except as otherwise permitted by special event permit[~~ pursuant to article II of chapter 78~~], or other action of the board, or as otherwise provided in this Code, it shall be unlawful for any person to play, use or otherwise allow the playing, or use of any sound-producing device or allow any other noise source from private property [~~in D~~] zoned[~~,~~] downtown[~~ commercial~~], in which the sound emission can be heard beyond the property lines or at any time in which the sound is of a volume, intensity or duration as to be detrimental to the reasonable comfort of another. The provisions of this subsection shall not apply to sound emissions from trains or church bells.

ARTICLE VIII. NUISANCES; GENERAL
DIVISION 1. GENERALLY

[~~**Sec. 58-294. - Nuisances; general.**~~]

~~(g) *Portable storage units.* Any portable storage unit located on residential property is declared a nuisance, except:~~

~~(1) When the portable storage unit is present for less than 30 consecutive calendar days in a 12-month period.~~

~~(2) When a valid building permit exists for the property.~~]

[~~(h)~~]**(g)** *Open storage.* The following conditions shall constitute nuisances for purposes of this section:

DIVISION 2. SMOKE-FREE

Sec. 58-334. - Prohibition of smoking in outdoor public places.

Smoking shall be prohibited in the following outdoor public places within the city:

(1) Within six feet of outside entrances, operable windows and ventilation systems of enclosed areas where smoking is prohibited, and public transportation stops.

Exception: In the [~~D Downtown Commercial District~~]**Downtown District**, within four feet of outside entrances, operable windows and ventilation systems of enclosed areas where smoking is prohibited, and public transportation stops.

CHAPTER 62

PARKS, RECREATION AND OTHER CITY FACILITIES
ARTICLE II. CITY PARKS, PLAYGROUNDS AND CAMPGROUNDS
DIVISION 3. USE AND OPERATION

Sec. 62-74. - Excessive noise.

No loud or excessive noises shall be permitted at any time in any city park, playground, or campground. Events or activities sponsored by the city or for which a special event permit has been issued pursuant to this code[~~ article II of chapter 78~~] shall be exempted from this section.

Sec. 62-75. - Fundraising.

No public or private gathering of groups for the purpose of fundraising shall be permitted in the city parks unless otherwise approved as a special event pursuant to this code[~~ article II of chapter 78~~].

CHAPTER 66

PLANNING AND SUBDIVISIONS
ARTICLE IV. LANDSCAPING, BUFFERING AND CLEARING

Sec. 66-208. - Minimum requirements for off-street parking lots and vehicular use areas.

The interior and perimeter of parking lots and vehicular use areas, for uses requiring site plans, shall be landscaped in accordance with the following criteria. Areas used for parking or vehicular storage which are under, on, or within buildings are exempt from these standards.

(1) *Interior landscaping.* For sites containing parking and vehicular use areas totaling 15 or more parking spaces or where the gross area is 6,000 or more square feet, a minimum of ten percent of the parking or vehicular use area shall be devoted to living landscaping which includes grass, ground cover, plants, shrubs and trees. Gross parking area shall be determined by calculating the total area used for parking, including circulation aisles. Five percent of the landscaped interior shall be located at the street wall (any building facing a street) to the street wall line (street line). These plantings may be grouped in such a way as to provide visual relief to those building elevations the public views of the project. Additional criteria shall apply to the interior of parking and vehicular use areas:

a. Interior landscape areas shall be protected from vehicular encroachment or overhang through appropriate wheel stops or curbs.

b. There shall be a minimum of one canopy tree or two understory, ornamental or evergreen trees planted for each 15 parking spaces or 6,000 square feet of parking or vehicular use area, or fraction thereof. For every tree planted in the required ten percent area, four shrubs shall be planted. The planted areas may be sodded or mulched.

[e. ~~Interior areas of parking and vehicular use areas shall contain planting islands located so as to best relieve the expanse of paving. Interior planting areas shall be a minimum of 100 square feet for each understory tree and 200 square feet for each canopy tree dimensioned in such a way as to provide a suitable area for planting.~~]

(2) *Perimeter landscaping.*

a. Perimeter landscaping shall be provided where a parking lot or vehicular use area is within 50 feet of a right-of-way and there is not an intervening building.

b. Perimeter landscape areas shall contain one canopy tree, one understory, ornamental or evergreen tree and four shrubs per [~~100~~]**50** linear feet. Where utility lines, easements, the width of the landscape area or other conditions not under the control of the developer would not allow canopy trees, each required canopy tree may be replaced by two understory, ornamental or evergreen trees, or in this area, in lieu of one tree, eight shrubs (measured at 18 inches after planting) or eight perennial bed plantings (measured at one-gallon size at planting) will meet the landscape requirements. Where a perimeter landscape area is less than [~~100~~]**50** linear feet only one canopy tree or two understory, ornamental or evergreen trees are required in addition to four shrubs. Required trees and shrubs may be clustered to allow for the most effective use of landscaping. The remaining area shall be landscaped with grass or other ground cover.

1. Whenever an off-street parking or vehicular use area abuts a right-of-way, a perimeter landscape area at least [~~five~~]**ten** feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area.
2. Necessary accessways from the right-of-way shall be permitted through all landscaping.

[~~**Sec. 66-209. - Exemption for property in downtown zoning district. Modified**~~

~~Due to the unique nature of those properties located in the D downtown zoning district, the planning and development director may allow a buy-out of the perimeter and interior landscape requirements as set forth in this article. This buy-out shall be at the rate as provided in the city fee schedule.~~]

Sec. 66-2[~~10~~]08. - Requirements for areas outside city receiving city services and voluntarily annexed areas.

Sec. 66-2[~~11~~]09. - Buffering and screening requirements. Modified

(a) *Applicability.* All plans submitted in support of a final development plan, building permit or special use permit shall include a detailed drawing of applicable screening methods. Such drawing may be included as part of the landscape plan. No buffer or screening requirement located on an adjacent property may be utilized as a portion of a required buffer or screen, or allowed to be used in a trade-off or modification of a standard.

(b) *Buffering requirements by zoning classification.*

(1) At the time of development of property [~~zoned C~~ commercial]**within commercial districts**, a minimum of a 100-foot buffer shall be provided along all rear and side property lines which are common to property [~~zoned R-1, R-2, and R-~~3]**within residential districts**. When a new structure [~~and/~~]or development is proposed in a [~~C~~] commercial [~~zoning~~]district which directly abuts a [~~one-family, two-family, or multiple-family dwelling~~]**residential** district, the proposal shall be submitted to the planning commission for its decision in accordance with city zoning regulations. All required buffers shall include planted screening pursuant to subsection (e) of this section.

(2) At the time of development of property zoned [~~R-~~3]**High Density Residential**, a minimum of a 25-foot buffer shall be provided along all rear and side property lines which are common to property zoned [~~R-2 and R-~~1]**Medium Density Residential and Low Density Residential**. All required buffers shall include planted screening pursuant to subsection (e) of this section.

(3) At the time of development of property zoned [~~R-2~~]**Medium Density Residential**, a minimum of a 20-foot buffer shall be provided along all rear and side property lines which are common to property zoned [~~R-~~1]**Low Density Residential**. All required buffers shall include planted screening pursuant to subsection (e) of this section.

Sec. 66-2[~~12~~]10. - Preservation of trees and natural forest; replacement of trees removed.

Sec. 66-2[~~13~~]11. - Permit; security; maintenance; open burning.

Sec. 66-2[~~14~~]12. - Credit for improvements in subdivisions; exemption of rights-of-way and utility easements.

Sec. 66-2[~~15~~]13. - Existing developed areas.

(7) The thresholds in subsection (3) of this section shall also apply to the landscaping requirements in [~~the C~~] **commercial** districts.

CHAPTER 70

SIGNS
ARTICLE I. IN GENERAL

Sec. 70-2. - Definitions.

[~~*Banner* means a strip of fabric, or any other non-rigid material, that is used as a sign and is stretched across two points, has no framework and is used as a temporary signage.~~]

[~~*Sign, construction,* means a temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the property on which the sign is located.~~]

[~~*Sign, convention event,* means any off-premises sign or banner advertising or announcing an event open to the public, and which does not require preregistration to attend, which is held within a convention type facility having no less than 10,000 square feet of meeting area. A theater shall not be considered a convention type facility.~~]

[~~*Sign, convention event directional,* means any off-premises sign or banner whose content is limited exclusively to the identification of a convention event, and which displays the location of or route to such convention event.~~]

[~~*Sign, employment,* means any temporary sign that advertises open job positions, now hiring, help wanted, etc.~~]

[~~*Sign, event directional,* means any off-premises sign or banner whose content is limited exclusively to the identification of a permitted special event, and which displays the location of or route to such special event.~~]

[~~*Sign, garage sale, yard sale, auction,* means a temporary sign advertising a private sale or auction.~~]

[~~*Sign, home occupation,* means a sign advertising an approved home occupation, as defined in section 94-4.~~]

[~~*Sign, real estate,* means a sign indicating the availability for sale, rent or lease of the specific building or property upon which the sign is erected or displayed.~~]

[~~*Sign, sandwich board,* means a moveable sign that is composed of two boards or surfaces that are typically attached with a hinge at the top, is configured in a triangular A-frame shape, and is used to display a message or other form of advertising.~~]

[~~*Sign, special event,* means any sign or banner advertising or announcing a permitted special event.~~]

Sign, temporary, means a sign [~~or banner to be displayed for a limited period of time, for the purpose of advertising a special event or sale~~]**that is: (1) constructed of cloth, canvas, vinyl, paper, plywood, fabric or other lightweight material not well suited to provide a durable substrate or, (2) if made of some other material, is neither permanently installed in the ground nor permanently affixed to a building or structure that is permanently installed.**

[~~*Sign, yard,* means any sign that is temporarily placed in the ground without the use of tools, can be easily removed and or repositioned, and is used to advertise an event, political or ideological information, or to convey some form of information.~~]

ARTICLE II. DESIGN AND CONSTRUCTION SPECIFICATIONS

Sec. 70-38. - Illumination.

[~~(d) *Lighting that requires permit.*~~

~~(1) The use of any light that projects a beam beyond the property line, including, but not limited to outdoor laser lights, searchlights and floodlights is prohibited without written approval from the board. Such approval shall be in the form of a resolution designating approval as temporary signage for a period not to exceed 14 consecutive days. The applicant under this section shall provide evidence of FAA and FDA approval prior to review by the board.~~

~~(2) Any amusement parlor, commercial recreation or theater, that has a valid special use permit for such business operation, and that applies for and is issued a valid sign permit, is exempt from this section.~~

~~(3) Conditions for approval of the sign permit under this section include evidence of FAA and FDA approval, evidence that the sign is not classified as hazardous in accordance with this section, and evidence that the lights will not project in a manner that creates a danger to the public or neighboring businesses.~~]

ARTICLE III. SPECIAL DISTRICT REGULATIONS
DIVISION 3. COMMERCIAL DISTRICTS

[~~**Sec. 70-142. - Sandwich boards.**~~

~~(a) *Generally.* A business owner is entitled to one sandwich board no greater than four feet in height and two feet in width, placed on the ground within ten feet of the entrance to the business advertised on the sign and more than 50 feet from a public roadway and the sign must be taken down at the close of the business day.~~

~~(b) *Downtown business district.* A business in the downtown business district is entitled to one sandwich board no greater than four feet in height and two feet in width, placed on the ground no greater than five feet from the entrance to the business advertised on the sign and not placed on public property or right-of-way, and the sign must be taken down at the close of the business day.~~]

[~~**Sec. 70-143. - Church signs.**~~

~~All sign regulations applicable to business establishments shall also apply to churches; provided, however, that when religious services, including praise and worship services, for which no admission fees are charged are held at live theater locations, approved as special uses within one of the sign overlay zone areas, temporary signs are permitted as follows:~~

~~(1) A maximum of two temporary signs, each a maximum of 12 square feet in area, may be installed adjacent to each major street on which the theater has frontage and entrances.~~

~~(2) All signs shall be located on private property and shall be for the purpose of informing visitors of the church service times and details.~~

~~(3) Such temporary signs shall be installed only on the property on which the services will be held.~~

~~(4) Such temporary signs shall be installed no sooner than the Friday before the service is to be held, and they must be removed on the Sunday after the completion of the service.~~

~~(5) Such temporary signs shall be installed so as to prevent collapse or movement in high winds.~~]

Sec. 70-14[4]2. – Copy area changes.

Secs. 70-14[5]3—70-169. - Reserved.

DIVISION 5. ZONING OVERLAY DISTRICTS

Sec. 70-198. - Zoning overlay zones established.

Sign overlay zones have been established in the city as follows:

(4) *Sign overlay zone 4.* Sign overlay zone 4 shall include all commercially used parcels within the [~~D downtown zoning district of the city~~]**Downtown District**.

ARTICLE IV. TEMPORARY SIGNS
[~~DIVISION 1. GENERALLY~~]

[~~**Sec. 70-230. - Allowed on private property in all districts; restrictions.**~~

~~Temporary signs, including, but not limited to, those specified in this article, are allowed in any zone district on private property, provided they conform to all requirements of this chapter, provided they do not interfere with motor traffic or pedestrians, and provided they are not a public danger or nuisance during high winds or inclement weather.~~]

[~~**Sec. 70-231. - Permits.**~~

~~(a) *Required.* A temporary sign permit is required unless otherwise specified.~~

~~(b) *Display duration.*~~

~~(1) Unless otherwise defined within this article, the display of temporary signs shall be limited to a maximum of 30 days per address, cumulative total per calendar year.~~

~~(2) The 30-day per address cumulative total per calendar year requirement shall be restarted when a business at a specific address changes ownership within any given year.~~

~~(c) *Number of signs.* A maximum of one temporary sign shall be allowed per premises at any time.~~

~~(d) *Printing and placement.* Signs may be printed on both sides or two single sided banners may be placed back-to-back. V-type configurations are not allowed.~~

~~(e) *Permit sticker.* A permit sticker will be provided and shall be placed on the sign where visible.~~]

[~~**Sec. 70-232. - Removal.**~~

~~Temporary signs shall be subject to removal as provided in section 70-387.~~]

[~~**Secs. 70-233—70-257. - Reserved.**~~]

[~~DIVISION 2. SPECIFIC SIGN TYPES~~]

[~~**Sec. 70-258. - Construction signs.**~~

~~Signs advertising a construction service or company or an operation shall be located only on the premises where the work is being performed. Up to a maximum of 32 square feet for commercial properties and six square feet for residential properties shall be allowed. There shall be a limit of one sign per property, per business and may be~~

~~erected upon issuance of a building permit. The sign shall be removed within 30 days after the issuance of a certificate of occupancy. If construction has not been completed, nor has the building been occupied within one year after issuance of the building permit, then the sign must be removed. No permit shall be required.~~]

[~~**Sec. 70-259. - Real estate signs.**~~
~~Signs advertising the sale, lease or rental of residential property may be six square feet, and may be 32 square feet for nonresidential property. All real estate signs shall be located on the premises for sale, lease or rent. Real estate signs shall advertise that the property on which the sign is located is for sale, lease or rent, shall include only information related to the relevant details about the property on which the sign is located, and shall not contain any off-premises advertising matter, except for the name and/or logo of the agency listing the property and the name and telephone number of the broker and agent handling the property, provided all such additional information shall be incidental and subordinate to the for sale, lease or rent announcement. Such signs shall be removed within 30 days of the sale, rental, or lease.~~]

[~~**Sec. 70-260. - Special event signs.**~~
~~Special event signs may be allowed on private property, provided that they shall not be displayed more than 14 days before nor more than two days after the permitted special event. Special event signs shall not exceed 32 square feet of sign area per side. Up to four special event signs may be posted per permitted special event.~~]

[~~**Sec. 70-261. - Event directional signs.**~~
~~Event directional signs may be allowed on private property, provided that they shall not be displayed more than two days before nor more than two days after the permitted special event. Large event directional signs shall not exceed eight square feet of sign area per side, and small event directional signs shall not exceed three square feet of sign area per side. Up to six large event directional signs, or up to 12 small event directional signs, may be posted per permitted special event. Each large event directional sign may be replaced by two small event directional signs if a combination of event directional signs is requested.~~]

[~~**Sec. 70-262. - Garage sale, yard sale, or auction signs.**~~
~~Signs commonly regarded as garage sale or yard sale signs and auction signs shall be allowed on private property only and shall be restricted to a maximum area of six square feet. The sign must be removed by owner no later than 24 hours after the event.~~]

[~~**Sec. 70-263. - "Coming soon" signs or banners.**~~
~~When new facilities are constructed, which, upon completion, will be occupied by a pre-identified establishment, a temporary sign or banner, not to exceed 32 square feet, may be used to announce the "NAME OF ESTABLISHMENT - COMING SOON." Such temporary sign shall be removed immediately upon installation of a permanent sign, or upon issuance of a certificate of occupancy for the pre-identified establishment.~~]

[~~**Sec. 70-264. - Temporary substitute signage for damaged permanent signs.**~~
~~In the event that a permanent sign is substantially damaged through fire, natural disaster, or similar emergency, or in the case of major construction projects, where existing permanent signage is removed for construction purposes, a temporary sign may be allowed for display for a period of time not exceeding 60 days. Temporary signage is limited to a maximum of 50 square feet of total temporary signage per address, unless the temporary signage is affixed to any wall face of the main structure. When temporary signage is affixed to any wall face of the main structure, the maximum size of temporary signage may be increased to allow for a maximum coverage of 20 percent of the area of the wall face to which it is affixed. In no case shall any temporary signage exceed a maximum size of 250 square feet.~~]

[~~**Sec. 70-265. - Other temporary signs.**~~
~~Signs and banners not specifically enumerated in this chapter but which are temporary in nature, including, but not limited to, grand opening sales and dinner specials, shall be classified by the planning and development director within the standards of signs most similar to the signs requested by the applicant. Temporary signs shall not exceed~~

~~32 square feet and their display is limited to a maximum of 30 days per address, cumulative total, per calendar year. A temporary sign permit is required.~~]

[~~**Sec. 70-266. - Convention event signs.**~~
~~Convention event signs may be allowed on private property provided they shall not be displayed more than seven days before nor more than two days after a convention event. Convention event signs shall not exceed 32 square feet of sign area per side. Up to four convention event signs may be posted per convention event. A temporary sign permit is required.~~]

[~~**Sec. 70-267. - Convention event directional signs.**~~
~~Convention event directional signs may be allowed on private property provided they shall not be displayed more than two days before nor more than two days after a convention event. Large convention event directional signs shall not exceed eight square feet of sign area per side and small convention event directional signs shall not exceed three square feet of sign area per side. Up to four large convention event directional signs may be posted per convention event, or up to eight small convention event directional signs may be posted per convention event. Each large convention event directional sign may be replaced by two small convention event directional signs if a combination of convention event directional signs is requested. A temporary sign permit is required.~~]

Sec. 70-230. Generally.

(a) **Purposes. The purposes of these temporary sign regulations are as follows:**

(1) **Enhance opportunities for visual communication, including promoting the legibility of such communications;**
(2) **Create a more attractive economic and business climate within the city;**
(3) **Enhance and protect the physical appearance of all areas of the city; and**
(4) **Reduce the distractions, obstructions and hazards to pedestrian and automobile traffic caused by the excessive number, excessive size or height, inappropriate means of illumination or movement, indiscriminate placement, overconcentration, or unsafe construction of signs.**

(b) **Allowed on Private Property Restrictions. Temporary signs, including, but not limited to, those specified within this article are allowed on private property provided they meet the following requirements:**

(1) **The sign conforms to all requirements of this chapter,**
(2) **The sign does not interfere with automobile traffic or pedestrians,**
(3) **The sign is not placed in the public right-of-way,**
(4) **When a sign placed on private property, is done with the express permission of the property owner, and**
(5) **The sign is not a public danger or nuisance during high winds or inclement weather.**

(c) **Permits and Standards.**

(1) **Required. A temporary sign permit is required unless otherwise specified within this article.**
(2) **Display duration**
(3) **Unless otherwise defined within this article, the display of temporary signs shall be limited to a maximum of 30 days per address, cumulative total per calendar year.**
(4) **The 30-day per address cumulative total per calendar year requirement shall be restarted when a business at a specific address changes ownership within any given year.**
(5) **Number of signs. Unless otherwise specified in this section, a maximum of one temporary sign shall be allowed per premises at any time.**
(6) **Printing and placement. Signs may be printed on both sides or two-single sided banners may be placed back-to-back. V-type configurations are not allowed.**
(7) **Permit sticker. A permit sticker will be provided, and shall be placed on the sign where visible.**

(8) Temporary signs shall not be used as a method to circumvent the regulations that apply to permanent signs, or to add a permanent sign to a parcel in addition to the permanent signage permitted on that parcel.

(9) Temporary signs shall not be illuminated.

(10) Temporary signs shall not contain any digital components, or a changeable message component or mechanism.

(d) Location.

(1) Unless otherwise specified within this article, temporary signs may only be placed on the parcel for which the temporary sign permit is issued.

(2) Except in the D district, all temporary signs shall be located on private property, and setback from the edge of the street pavement a minimum of five feet.

(3) A-Frame signs shall be located within ten feet of a pedestrian entrance, and shall be removed when the business is closed and during severe weather events.

(e) Removal.

Temporary signs shall be subject to removal as provided in this chapter.

Sec. 70-231. Permitted Temporary Signage.

(a) Sign Types.

(1) A-Frame Sign

A sign consisting of two sign faces placed together at an angle of 90 degrees or less to form an "A" shaped structure that tapers from a wide base to a narrow top. See Fig. 70-231.A.

Fig.70-231.A: A-Frame sign

(2) Banner Sign

A sign constructed of plastic or fabric of any kind that is attached to supports, a frame or a flat surface. See Fig. 70-231.B.

Fig. 70-231.B: Banner sign

(1) Yard Sign

A temporary sign placed upon, or supported by the ground independently of any other structure, but not including an A-Frame sign. See Fig. 70-231.C.

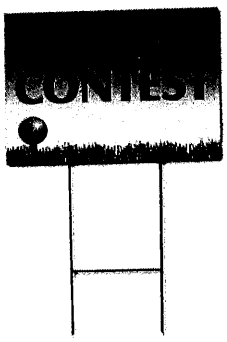


Fig. 70-231.C: Yard sign

504 (b) **Temporary Signage Permitted by District. The following temporary signage is permitted by lot, by**
505 **district, and by use:**

Table 70-231.1: Temporary Signs by District: Maximum Sign Number and Area

		Yard	Banner	A-Frame	
Residential					
LDR MDR	**Single-Family, Two-Family, Rowhouse**	**Max. No.: 2 Max. Area: 6 sq. ft. per sign Max. Height: 6 feet**	**Not permitted**	**Not permitted**	**30 days**
HDR	**Multi-Family**	**Max. No.: 2 Max. Area: 6 sq. ft. per sign Max. Height: 6 feet**	**Max. No.: 1 per street frontage Max. Area: 16 sq. ft. Max. Height: 8 feet**	**Not permitted**	**30 days**
Commercial					
NC MU	**All**	**Max. No.: 1 per public street frontage. Max. Area: 6 sq. ft. per sign Max. Height 6 feet**	**Max. No.: 1 per public street frontage Max. Area: 32 sq. ft. per sign Max. Height 10 feet**	**Max. No.: 1 per licensed business Max. Area: 8 sq. ft. per sign Max. Height 4 feet**	**30 days**
CC	**All**	**Max. No.: 1 per licensed business Max. Area: 6 sq. ft. per sign Max. Height 6 feet**	**Max. No.: 1 per public street frontage Max. Area: 32 sq. ft. per sign Max. Height 10 feet**	**Max. No.: 1 per licensed business Max. Area: 8 sq. ft. per sign Max. Height 4 feet**	**30 days**
D	**Commercial**	**Max. No.: 1 per public street frontage. Max. Area: 6 sq. ft. per sign Max. Height 6 feet**	**Max. No.: 1 per lot Max. Area: 16 sq. ft. total Max. Height 8 feet**	**Max. No.: 1 per licensed business Max. Area: 8 sq. ft. per sign Max. Height 4 feet**	**30 days**
	Residential	**Max. No.: 1 per public street frontage. Max. Area: 6 sq. ft. per sign Max. Height 6 feet**	**Max. No.: 1 per lot Max. Area: 6 sq. ft. total Max. Height 6 feet**	**Not permitted**	**30 days**
ENT	**All**	**Max. No.: 1 per public street frontage. Max. Area: 6 sq. ft. per sign**	**Max. No.: 1 per public street frontage Max. Area: 32 sq. ft. per sign Max. Height 10 feet**	**Max. No.: 1 per licensed business Max. Area: 8 sq. ft. per sign**	**30 days**

Table 70-231.1: Temporary Signs by District: Maximum Sign Number and Area

		Yard	Banner	A-Frame	
		Max. Height 6 feet		Max. Height 4 feet	
Office and Industrial					
BUS, I	All	Max. No.: 1 per public street frontage Max. Area: 6 sq. ft. per sign Max. Height 6 feet	Max. No.: 1 per public street frontage Max. Area: 32 sq. ft. per sign Max. Height 10 feet	Not permitted	30 days

(c) Exceptions and Additions to Table 70-231.1.

(1) Downtown and Entertainment Districts. The following standards shall apply to temporary signs in the Downtown and Entertainment Districts:

a. A-Frame signs may be placed on the public sidewalk Downtown, but shall be placed so they do not interfere with or impede the flow of pedestrian movement.

(2) Active Real Estate Listing or Active Building Permit Signs. One additional temporary sign is permitted on a property that is subject to: (a) an active real estate sale or rental listing, or (b) active building permit. The sign may remain posted on the site for the duration of the listing period or while the building permit is valid and active. The dimensional standards of Table 70-231.1 shall apply by district. No permit shall be required.

(d) Temporary Signage Permitted by Special Event or Temporary Use.

(1) General. Temporary signs may be allowed as part of a special event or temporary use permit pursuant to this section.

a. Maximum Sign Calculation. Temporary signs permitted through a special event or temporary use permit may be off-premise with the permission of the property owner, and may be allowed on a parcel in addition to the maximum amount of temporary signage permitted on that parcel.

b. Temporary Sign Types. Temporary signs permitted as part of a special event or temporary use permit are restricted to the types, sizes and heights identified in Table 70-231.1 unless otherwise specified in this section.

Table 70-231.2: Temporary Signage by Event

Election	See Election Event Signs, below.		
Garage/Yard Sale	4	Yard	Placed and removed same day as event
Open House	4	Yard	Placed and removed same day as event
Public Event	10	Yard	Placed no more than 7 days before; Removed no more than 2 days after
	5	Banner	
Special Event	10	Yard	Placed no more than 7 days before; Removed no more than 2 days after
	5	Banner	

(2) Election Event. For a period of sixty days prior to a state, local or national election, the total number of temporary signs permitted per premise may be increased over the maximum amount of temporary signage permitted by this Code. The number of increased signs is calculated by the number of federal, state and local issues and elected positions on the ballot within the voting district where the property is located. That number shall be used to determine the number of signs allowed as additional temporary signage during the sixty day period. The content of this additional signage is not subject to regulation by the City, but the number shall not exceed the number of ballot issues and offices on the ballot. The dimensional standards of Table 70-321.1 shall apply by district. No permit shall be required for the additional signage during an election event, and the additional signage shall be removed immediately following the election.

(3) Garage/Yard Sale Event. Temporary signs may be permitted in conjunction with a permitted garage/yard sale as follows:

a. Signs shall be located within a 5,000-foot radius of the garage/yard sale.

b. Signs may only be displayed on the same day as the garage/yard sale.

(4) Open House Event. Temporary signs may be permitted in conjunction with a staffed real estate open house as follows:

a. Signs shall be located within a 5,000-foot radius of the open house.

b. Signs may only be displayed on the same day as the open house event.

(5) Public Event.

a. A maximum of five banner signs and ten yard signs may be issued in conjunction with a temporary use permit.

b. The temporary use permit shall specify the installation and removal dates of the temporary signs allowed in conjunction with the permit.

c. Banner signs shall not exceed 32 square feet of sign area, per side. Yard signs shall not exceed six square feet in area, per side. A-Frame signs are not permitted.

(6) Special Event.

a. A maximum of five banner signs and ten yard signs may be issued in conjunction with a special event permit.

b. The special event permit shall specify the installation and removal dates of the temporary signs allowed in conjunction with the permit.

c. Banner signs shall not exceed 32 square feet of sign area, per side. Yard signs shall not exceed six square feet in area per side. A-Frame signs are not permitted.

(e) Temporary Substitute Signage for Damaged Permanent Signs. In the event that a permanent sign is substantially damaged through fire, natural disaster or similar emergency, or in the case of major construction projects, where existing permanent signage is removed for construction purposes, a temporary sign may be allowed for display for a period of time not exceeding 60 days. Temporary signage is limited to a maximum of 32 square feet per address, unless the temporary signage is affixed to any wall face of the main structure. When temporary signage is affixed to any wall face of the main structure, the maximum size of temporary signage may be increased to allow for a maximum coverage of 20 percent of the area of the wall face to which it is affixed. In no case shall any temporary signage exceed a maximum size of 250 square feet.

Secs. 70-[~~268~~]232—70-291. - Reserved.]

CHAPTER 78

STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
ARTICLE I. – IN GENERAL

Secs. 78-[4]—78-[~~24~~]85. - Reserved.

[~~ARTICLE II. - SPECIAL EVENTS~~]

[~~DIVISION 1. IN GENERAL~~]

[~~**Sec. 78-25. - Definitions.**~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. For general definitions and rules of construction applicable throughout this Code, see section 1-2.~~]

[~~*Commercial tent* means any owned or commercially rented tent that is larger than 100 square feet or larger than ten by ten feet.~~]

[~~*Event advertising* means a banner or sign, on or off premises, to be displayed for a limited period of time for the purpose of advertising an event that requires a special event permit.~~]

[~~*Parade* means a group of more than five persons or group of more than five vehicles or units assembled for the purpose of marching, walking, or motoring over and along the city streets.~~]

[~~*Special event* means any event, including parades, involving the extraordinary use of public property, such property including, without limitation, the public right-of-way, public parks, public buildings or other city facilities; or events or acts on public or private property as otherwise provided or required by the Branson Municipal Code as requiring a special event permit. Extraordinary use of public property includes amplified sound, closing of streets, electrical or plumbing hookups to city utility connections, fireworks, firearm salutes by military guards, the display of off-premises banners and signs, the use of off-premises vendors, and noise-generating events that continue past 11:00 p.m.~~]

[~~*Sponsor* means to conduct, stage, present or organize a special event. A sponsor under this definition must be in charge of the event, or have primary control of its conduct, staging, presentation or organizing.~~]

[~~**Sec. 78-26. - Responsibility for expenses incurred by city.**~~

~~The special event sponsors, and any other individuals or organizations named in the permit, may be responsible for any expenses incurred by the city as a result of their event. The city may require a deposit or bond prior to the issuance of a special event permit.~~]

[~~**Sec. 78-27. - Period of operation; duration.**~~

~~(a) *Generally.* Events shall take place only between the hours of 8:00 a.m. and 11:00 p.m., Sunday through Thursday, and 8:00 a.m. and 11:59 p.m., Friday through Saturday.~~

~~(b) *Special events.* Permits shall be valid for a maximum of five days within a consecutive 14-day period. A repeat special event shall not occur more frequently than once every 60 days.~~]

[~~**Sec. 78-28. - Duty to restore event location.**~~

~~(a) Special event sponsors shall be responsible for the cleaning and restoration of the location the event occupies, and/or causes debris or litter upon, within 48 hours of the conclusion of the event, or at such other time as may be set forth in the permit, to the condition which existed prior to the event, and shall provide waste disposal receptacles and toilet facilities for use of those attending the event.~~

~~(b) Special event sponsors may be required to submit to the planning and development director a deposit for the cleaning and restoration of areas adjacent to the special event location by the public works department.~~]

[~~**Sec. 78-29. - Exempt events.**~~

~~Any event sponsored by the city, as well as any emergency services program, military exercise simulation, or training drill, or any governmental agency acting within the scope of its functions, shall be exempt from complying with the requirements of this chapter.~~]

[~~**Sec. 78-30. - Prohibited events.**~~

~~Any events including retail sales located within parking lots, sale of other merchandise not sold within the business at that location, or amusements, or events held on undeveloped property, are prohibited.~~]

[~~**Sec. 78-31. - Event advertising.**~~

~~(a) *Generally.* For special events:~~

~~(1) Advertising shall not be installed without an approved event banner sticker from the planning and development department.~~

~~(2) Weathered or torn advertisements shall not be permitted, and staff of the planning and development department may remove any event advertising in violation of this subsection.~~

~~(3) The total sign area shall not exceed 32 square feet.~~

~~(4) The advertising shall not block any line of sight and must not be located within a right-of-way.~~

~~(5) Depending on the location of the advertising, special restrictions may apply, including, but not limited to, restricted distance from the right-of-way or pavement and restricted angle of the advertisement facing the road.~~

~~(b) *Special events.* Special event advertising shall be installed for a maximum of seven days, in addition to the days of the event, and a maximum of two days after the event. Each event may have a maximum of three off-premises and one on-premises event advertisements.~~]

[~~**Secs. 78-32 - 78-50. - Reserved.**~~]

[~~DIVISION 2. PERMITS~~]

[~~**Sec. 78-51. - Permit required.**~~

~~It shall be unlawful for any person to sponsor or knowingly participate in any special event without a special event permit issued by the planning and development director to the special event sponsor.~~]

[~~**Sec. 78-52. - Application for permit.**~~

~~(a) *Forms.* The application form for a special event permit shall be available in the planning and development department.~~

~~(b) *Special events application procedure.* Applications for special events shall be submitted to the planning and development department a minimum of 15 days prior to the event for review by staff. Exceptions to the 15-day requirement may be granted at the discretion of the planning and development director.~~

~~(c) *Information included in applications.* The application for an event permit shall include:~~

~~(1) The name and contact information of the applicant, and for any persons acting as sponsors of the special event who will be responsible for its conduct, staging, presentation or organizing. If the applicant is a company, corporation or civic organization, then the name of the company, corporation or civic organization, and names contact information of its directors and officers, shall also be included.~~

~~(2) The purpose or description of the event, the estimated number of participants or those attending.~~

~~(3) The dates the event is to be held, and the time it is to commence and terminate, including setup and shutdown times.~~

~~(4) The location of the event, including a drawing or plan showing the entire location to be utilized by the event in relation to existing buildings, location within the parcel, drive areas, layout of parking areas, and the amount of space available for off-street parking.~~

~~(5) The specific streets, or portions thereof, to be closed, if any, for the event.~~

~~(6) A plan for and description of the use of event advertising.~~

~~(7) Whether alcoholic beverages will be allowed, provided or sold by vendors during the event, and the plan or description for such allowance or provision for the purpose of assessing city police, fire, and finance department, and county health department responses.~~

~~(8) A plan or description for the use of lighting, music, loudspeakers, a live band, or sound system, if any, during the event, and the type and location of speakers and other audio and lighting equipment.~~

~~(9) The name and address of the security company, if any, engaged for the event, and a description of the duties to be performed.~~

~~(10) A plan or description for fire protection for the event, including a map specifying the location of 18-foot fire lanes, water supply for fire control and the use of commercial tents.~~

~~(11) A plan or description for emergency medical services for the special event.~~

~~(12) A plan or description for the handling of food.~~

~~(13) A plan or description for the compliance with the city's fats, oils and grease management program, including the location where the fats, oils and grease will be disposed of per this Code.~~

~~(14) A plan or description for the use or allowance of animals during or as a part of the event.~~

~~(15) A plan for the disposal of sanitary waste and sewage for the event, including toilet facilities, and the disposal of garbage, trash, and refuse.~~

~~(16) Compliance with this Code relating to business licenses for the event.~~

~~(17) For events to be located upon or require the closing or blocking of any street, alley, or road, or the use of any city-owned property or right-of-way areas, submission of an insurance policy in accordance with section 2-287. The policy shall not be canceled without 30 days' written notice to the city. The city shall be the named additional insured and the event sponsor shall execute a hold harmless agreement indemnifying the city.~~

~~(18) A plan or description for compliance with the city's horse-drawn carriages for hire requirements per this Code and including the proposed route.~~

~~(19) Any additional information which the planning and development director shall find reasonably necessary to make a fair determination as to whether a permit should be issued.~~]

[~~**Sec. 78-53. - Application for permit involving closure of streets.**~~

~~In addition to other provisions of this chapter:~~

~~(1) Any event requiring the closure of streets or roadways within the city shall require approval of the board. Application for such an event must be submitted to the planning and development department a minimum of 90 days prior to the event, for review by staff. Exceptions to the 90-day requirement may be granted at the discretion of the city administrator.~~

~~(2) Once staff has done the review of the completed application, it will be submitted to the board. Approval given by the board shall be in the form of a resolution, stating any specific requirements or restrictions to be followed.~~]

[~~**Sec. 78-54. - Issuance of permit; conditions; transfer; expiration.**~~

~~(a) *Granting or denial; conditions.* Special event permits shall be granted or denied by the planning and development director, unless approval is required from the board under this article and shall contain terms and conditions as may be deemed necessary to ensure a neat, safe and orderly event in accordance with the terms of this article. Such terms may include specific locations in which possession and consumption of alcoholic beverages will be confined, and regulations concerning prohibited noises.~~

~~(b) *Transfer; expiration; effect of noncompliance.* Special event permits are not transferable, and shall expire at the close of the last date of the event for which the permit has been issued. Failure of the sponsors of the event to comply with the terms and conditions of a special event permit and the applicable ordinances and laws of the state shall immediately void the permit.~~

~~(c) *Standards for issuance.* The planning and development director shall issue a special event permit as provided for in this section when, from a consideration of the application, upon the approval of the applicable city departments, including, without limitation, fire, police, and finance department, and~~

~~approval of the county health department, and from such other information as may otherwise be obtained, he finds that:~~

~~(1) The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its location unless approved by the police chief;~~

~~(2) The conduct of the event will not require the diversion of so great a number of police officers of the city to properly police the event and the areas contiguous thereto as to prevent police protection to the city unless approved by the police chief;~~

~~(3) The conduct of such event will not require the diversion of so great a number of ambulances or emergency medical services not otherwise provided for by the event sponsor as to prevent normal ambulance and emergency medical service to portions of the city other than that to be occupied by the proposed event and areas contiguous thereto;~~

~~(4) The concentration of persons, animals and vehicles at the location of the event will not unduly interfere with proper fire and police protection or ambulance and emergency medical services to the area of the event and the areas contiguous thereto unless approved by the fire chief and police chief;~~

~~(5) The conduct of such event will not interfere with the movement of firefighting equipment en route to a fire unless approved by the fire chief;~~

~~(6) The conduct of the event, as provided for by the submitted application and plans, is not reasonably likely to cause or create any significant public health risks unless approved by the county health department;~~

~~(7) The conduct of the event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance beyond the capacity of the police department to protect the general public or those participating in the event; and~~

~~(8) Verification that the information contained in the permit application by the event sponsor is true and does not omit any material detail for the consideration of the factors listed in this section.~~]

[~~**Sec. 78-55. - Notice of denial of permit; appeal procedure.**~~

~~(a) The planning and development director shall act upon the application for a special event permit within ten business days after the date filed. If the planning and development director disapproves the application, he shall mail the applicant, within ten business days after the date upon which the application was filed, a notice of the action, stating the reasons for the denial of the permit.~~

~~(b) Any disapproval of a special event permit application must first be reviewed by the city administrator.~~

~~(c) Any person aggrieved by the decision of the planning and development director shall have the right to appeal the denial of a special event permit to the board. The appeal shall be filed with the city clerk no later than 30 days after the date of the notice issued by the planning and development director. The board shall hear the appeal of the applicant as an agenda item at a board meeting, not to exceed 30 days after its receipt by the city clerk.~~]

[~~**Sec. 78-56. - Alternative permit.**~~

~~The planning and development director, in denying an application for a special event permit, may issue an alternative event permit for the conduct of the event on a date, at a time, at a place or in a manner different from that named by the applicant. Any applicant desiring to accept an alternate permit shall, within five business days after notice of the action of the planning and development director, file a written notice of acceptance with the planning and development director. An alternative special event permit shall conform to the requirements of, and shall have the effect of, a special event permit under this chapter.~~]

[~~**Sec. 78-57. - Modification or rescission of permit.**~~

~~(a) The planning and development director may modify or rescind any special event permit for good cause, including, but not limited to:~~

~~(1) A determination that any representation or statements by the event sponsor contained in the event permit application are false or misleading in any material detail.~~

~~(2) A determination of noncompliance by the event sponsor of any terms or conditions of the permit.~~

~~(3) A determination that the event as applied for and described upon the submitted plans may pose an immediate threat to public health, welfare or safety due to reasons including, but not limited to, weather conditions, overcrowding, traffic considerations, or violations of this Code or the laws of the state by the event sponsor.~~

~~(4) A determination that the event sponsor is in violation of any ordinance.~~

~~(b) The appeal from the decision to modify or rescind a special event permit by the planning and development director shall proceed in accordance with this article, relating to the issuance of notifications, times and procedures to be followed.~~]

[~~Secs. 78-58 - 78-85. - Reserved.~~]

ARTICLE II[~~I~~]. NEWSPAPER BOXES

ARTICLE I[~~V~~]II. PUBLIC IMPROVEMENTS

ARTICLE IV. USE OF RIGHT-OF-WAY

CHAPTER 86

TRAFFIC AND VEHICLES
ARTICLE III. OPERATIONS OF VEHICLES
DIVISION 1. GENERALLY

Sec. 86-124. - Commercial vehicles.

(a) *Use of certain streets prohibited.* No person shall operate any commercial vehicle or bus upon any street within [~~an area of the city designated as residential in city zoning regulations (Chapter 94) as R-1, R-2, or R-3 (residential)~~]**a residential district** or upon any street within the city that has been designated and posted to restrict commercial vehicle use as defined in this chapter, except for school buses or while making deliveries or when used for the purpose of conducting bona fide business thereon.

Sec. 86-126. - Passengers in truck beds.

(5) Any person riding in the unenclosed bed of a truck if such truck is being operated solely for the purposes of participating in a special event and it is necessary that the person ride in such unenclosed bed due to a lack of available seating. [~~The term "special event," for the purposes of this section, means a specific social activity for which a special event permit has been issued pursuant to chapter 94 (the zoning regulations) and which is of a definable duration which is participated in by the person riding in the unenclosed bed;~~]

ARTICLE V. STOPPING, STANDING AND PARKING
DIVISION 2. PROHIBITED IN SPECIFIED PLACES

Sec. 86-351. - Parking of certain vehicles prohibited in residential areas.

(a) No truck rated larger than three-fourths ton (manufacturer's rated capacity), no mobile home, no pickup camper, no camping trailer, no boat, no self-contained motorized home, and no trailer shall be permitted to be parked on any public street in [~~an area zoned residential R-1, R-2, or R-3 by the city zoning code (chapter 94 of this Code), being commonly referred to as "residential areas"~~]**a residential district**.

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

CHAPTER 94

ZONING

NOTE: DELETE IN ITS ENTIRETY CHAPTER 94 ZONING AND REPLACE WITH THE FOLLOWING NEW CHAPTER 94 ZONING.

CHAPTER 94

ZONING

Article I IN GENERAL

Sec. 94-1 Interpretation, Purpose, Fees

(a) In interpreting and applying the provisions of this chapter, they shall be held to be the minimum requirements for the promotion of public safety, health, convenience, comfort, propriety, general welfare and the preservation of personal and property rights. It is not intended that this chapter interfere with, abrogate or annul any ordinance, rule, regulation, or permit previously adopted or issued, and not in conflict with any of the provisions of this chapter, or which shall be adopted or issued, pursuant to the law, relating to the use of structures or premises, nor is it intended by this chapter to interfere with, abrogate or annul any easement, covenant or other agreements between parties; provided, however, that where this chapter imposes greater width or size of yards, courts, or other open spaces, or requires a lower height of building or less number of stories, or requires a greater percentage of a parcel to be left unoccupied, or imposes other higher standards than are required in any other ordinance or regulation, the provisions of this chapter shall control.

(b) Application fees are in the amount provided in the city fee schedule.

Sec. 94-2 Administration and Enforcement

The administration, interpretation and enforcement of the terms of this chapter shall be vested in the planning and development director, and in the discharge of these duties, the planning and development director shall have power of entry in, or upon any premises in all lawful manner and means. The planning and development director shall rule on all questions regarding such enforcement and interpretation, and from his opinion and decision, any party shall have the right of appeal.

Sec. 94-3 Conformance to Code

(a) As used in this chapter, the term "all codes" shall include the building code, electrical code, mechanical code, plumbing code, fire code, property maintenance code, environment code and the health and sanitation code currently in effect and approved by Board action by reference or otherwise.

(b) All buildings in any district shall strictly conform to all codes herein defined, and failing such compliance, it shall be the duty of the planning and development director to initiate appropriate enforcement of such codes, and all of them.

Sec. 94-4 Definitions

For the purpose of this chapter, any words defined in the building code of the city and not specifically defined herein shall be construed as defined in the building code of the city. Any word not defined herein or in the building code of the city shall have its usual meaning unless otherwise provided in this section. For general definitions and rules of construction applicable throughout this Code, see section 1-2.

Abutting means contiguous or sharing any point of contact. Distance from a contiguous zoning district shall be measured from the common property boundary, or if separated by right-of-way, the width of the right-of-way shall be measured and credited as part of any required separation distance.

Accessory Building means any structure which is not the primary structure on a premises, detached, but on the same premises as the primary structure.

Accessory Use means a use that:

(1) Is clearly incidental to, and customarily found in connection with a principal use, and is located on the same lot as the principal use served;

(2) Is subordinate to, and serves a principal use, and is subordinate in area, extent, or purpose to the use served; and

(3) Contributes to the comfort, convenience, or necessity of occupants, business, or industry in the principal use served.

Adult Entertainment means any of the establishments, businesses, buildings, structures or facilities defined in this section.

(1) *Adult bookstore*: An establishment having at least a ten percent portion of its stock in trade, books, photographs, magazines, films for sale or rental, viewing on the premises by use of motion picture devices, or other coin-operated means, or other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities as said term is defined herein.

(2) *Adult entertainment facility*: Any building, structure or facility which contains or is used entirely or partially for commercial entertainment, including theaters used for presenting live presentations, videotapes or films predominantly distinguished or characterized by their principal emphasis on matters depicting, describing, or relating to specified sexual activities, as said term is defined herein, and exotic dance facilities (regardless of whether the theater or facility provides a live presentation, videotape or film presentation), where the patrons either:

a. Engage in personal contact with, or allow personal contact by employees, devices or equipment, or by personnel provided by the establishment which appeals to the prurient interest of the patrons; or

b. Observe any live presentation, videotape or film presentation of persons wholly or partially nude with their genitals or pubic region exposed or covered only with transparent or opaque covering, or in the case of female persons with the areola and nipple of the breast exposed or covered only with transparent or opaque covering or to observe specified sexual activities as said term is defined herein.

(3) *Adult Massage establishment*: An establishment which has a fixed place of business having a source of income or compensation of 60 percent or more of which is derived from the practice of any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulation of external parts of the human body

with the hands or with the aid of any mechanical electric apparatus or appliances with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotion, ointment or other similar preparations commonly used in the practice of massage. Under such circumstances that it is reasonably expected that the person to whom the treatment is provided or some third person on his/her behalf will pay money or give any other consideration or gratuity; provided that this term shall not include any establishment operated or supervised by a medical or chiropractic practitioner or professional physical therapist, or professional masseuse, licensed by the state.

(4) *Bathhouse:* An establishment or business which provides the services of baths of all kinds, including all forms and methods of hydrotherapy, unless operated or supervised by a medical or chiropractic practitioner or professional physical therapist licensed by the state.

(5) *Specified sexual activities*:

a. "Sexual conduct," being acts of masturbation, sexual intercourse, or physical contact with a person's unclothed genitals, pubic area, buttocks or, if such person be a female, her breast;

b. "Sexual excitement," being the condition of human male or female genitals when in a state of sexual stimulation or arousal; or

c. "Sadomasochistic abuse," being flagellation or torture by or upon a person or the condition of being fettered, bound or otherwise physically restrained.

Agriculture is a use category comprised of uses characterized by general active and on-going agricultural uses, activities, and related uses. An agricultural use, in general, means the use of land for the growing and production of field crops, livestock, aquatic, and animal products for the production of income.

Agritainment means events and activities that allow for recreation, entertainment, and tourism in conjunction with agriculture support and services directly associated with on-going agricultural activities on-site that are for-profit. Events and activities include the following: hay rides, corn mazes, hay mazes, petting zoos (farm animals only), living historical farms, farm tours (for profit), and agricultural festivals.

Airport and Passenger Terminal means a facility that provides space for aircraft to take off and land which is usually equipped with a control tower, hangars, and accommodations for passengers and cargo.

Alcohol and Drug Abuse Treatment Facility means any dwelling or place licensed, certified or authorized by state, federal or local authorities as a residence and treatment facility for persons with alcoholism or drug abuse problems needing a supervised living arrangement and rehabilitation services on a short-term or long-term basis.

Alternative Financial Services means the provision of non-bank financial services, such as check cashing, payday advance or loan, money transfer, motor vehicle title loan, pawn shops, rent-to-own, or credit access businesses. An alternative financial services establishment does not include

state or federally chartered banks, savings and loans, or credit unions. An alternative financial establishment does not include an establishment that provides financial services that are accessory to another main use.

Amusement Park or Theme Park means a facility that may include amusement parlors, structures, buildings and premises, where there are various devices for entertainment, which may include rides, booths for the conduct of games or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales.

Amusement Parlor/Arcade means a building, or part of a building, to which the public may enter in which pinball machines, video games, or other similar coin, token, or app-operated devices operated for amusement, pleasure, test of skill, competition, or sport are maintained.

Animal Hospital means a facility for the diagnosis and treatment of pets and other animals including, but not limited to, dogs, cats, birds, and horses. No outside boarding of these animals shall be allowed overnight.

Animal Raising, Farm or Domestic Use means land used for the production, keeping or maintenance of livestock for either hobby or recreational purposes, and to supplement household food supply to the occupants of a dwelling on the same tract.

Animal Sales and Services is a use category that includes the sale, boarding, and care of animals on a commercial basis. Accessory uses may include confinement facilities for animals, parking, and storage areas.

Animal Shelter means a facility that is used to house or contain animals, and is owned, operated, or maintained by a nonprofit organization or corporation for the purpose of providing temporary kenneling and care for the animals, and finding permanent adoptive homes for them.

Antique Shop means an establishment offering articles for sale such as glass, china, furniture or similar furnishing or decorations which have value and significance as a result of age, design or sentiment.

Art Gallery means a building or space where artwork is exhibited and sometimes sold.

Athletic Area means an outdoor area, along with its incidental buildings and structures, at least part of which is designed, developed, and intended for organized sport or athletic activities and other activities or events to which groups of people greater than the family unit might be attracted as participants or spectators.

Attraction means a use or structure that promotes tourism or provides an opportunity to partake in entertainment which is permitted by the zoning regulations for that district including food and beverage, musical and theater performances, art and cultural attractions, and amusement rides and features.

Auto Rental means a facility limited to office space, along with the display of automobiles which, for a fee, are rented or leased.

Auto Repair means a facility that may provide and specialize in the repair of certain auto parts such as brakes, mufflers, collision repair or transmissions.

Auto Sales means a facility used primarily for the sale of automobiles.

Auto Salvage and Wrecking means any location at which:

(1) More than five inoperable vehicles, or vehicles under repair are located, and all vehicles are located outside of an enclosed building, and said vehicles have been in a state of disrepair for 45 or more days, continuous or collective.

(2) Automotive parts are being stored outside of any enclosed building.

(3) An area is being used for the outdoor storage of scrap metal, sheet metal, piping, plumbing supplies, construction materials, glass, waste paper, tanks, storage containers or other similar items.

Automated Teller Machine (ATM) means an electronic banking outlet which allows customers to complete basic transactions without the aid of a branch representative or teller.

Automobile Parts Recycling means an establishment that is maintained, operated, or used for storing, keeping, buying or selling used automobile parts; for the maintenance or operation of an automobile part recycling; the term shall include salvage yards, automobile graveyards, and used auto parts dealers.

Barbershop, Beauty Shop, Spa means a facility licensed by the state where hair cutting, hair dressing, shaving, trimming beards, facials, manicures or related services are performed.

Bed and Breakfast Inn means a house, or portion thereof, used by the record owner of the property, who is also a resident of the property, and where short-term rental lodging rooms and meals are provided.

Brewery, Distillery, or Winery mean an establishment that produces alcoholic beverages in conjunction with a restaurant, retail sales, or tasting room. The liquor may be distributed to other locations, and be sold on site.

Building Line means the exterior face of a wall of an existing structure, or the limits to which an exterior face of a wall of a proposed structure may be built, but shall not include retaining walls, the face of one-story unoccupied gable-roofed areas over porches, entrance or line appendages.

Building Maintenance, Sales and Service means a facility or area for contracting services such as building repair and maintenance, the installation of plumbing, electrical, air conditioning and heating equipment, janitorial services, and exterminating services. The retail sale of supplies is permitted as an accessory use.

Building Height means the vertical distance from the grade to the highest point of the roof. For purposes of this definition, grade shall mean the average of the finished ground level at the center of each wall of a building containing ten percent or more of the combined perimeter length of all walls of the building, measured either ten feet away from the building, or at the property line if the building is less than ten feet from the property line.

Bus Garage means a facility where buses and similar modes of transportation are stored and maintained.

Bus Terminal means a lot and related building that is a designated location where bus, coach, or similar transportation services start or end. A bus terminal shall not include a location where the bus stops to drop off or take on passengers where there are no operational facilities.

Campground and Vehicle Park means any parcel or tract of land upon which two or more campsites are occupied, or intended to be occupied, for overnight camping.

Campsite means a portion of the rentable space of a campground having an area 580 square feet or more.

Car Wash means a facility for washing or steam cleaning passenger automobiles (including self-service operation), operating either as a separate facility or when installed and operating in conjunction with another use, and which installation includes equipment customarily associated with a car wash and which is installed solely for the purpose of washing and cleaning automobiles.

Carport means an accessory structure used for the housing or storage of motor vehicles, and enclosed on not more than two sides by walls.

Cemetery and Mausoleum means a facility or area used or intended to be used for the burial of the dead, including crematories, mausoleums, and mortuaries when operated in conjunction with, and within the boundaries of such cemetery.

Charitable Drop Box means a container used to hold charitable donations.

Child Care means the care of a child away from its own home for any part of the day or night.

Child Care Center means a child care program where care is provided for 20 or more children not related to the provider for any part of a 24 hour day.

Civic, Social, and Fraternal Organizations means public, quasi-public, and private organizations that provide unique services that are of benefit to the public as a whole. This category includes organized groups having a membership requirement and specific purpose related to the welfare of the members or community.

Cold Frame means an unheated outdoor structure consisting of a wooden or concrete frame, and a top of glass or clear plastic, used for protecting seedlings and plants from the cold.

Commercial Livestock means the raising of domestic animals for profit.

Commercial Parking means a facility to provide parking that is not accessory to a specific use. A fee may or may not be charged. A facility that provides both accessory parking for a specific use and regular fee parking for people not connected to the use is also classified as a commercial parking facility.

Commercial Services, General is a use category that includes uses that provide for consumer or business services, and for the repair and maintenance of a wide variety of products. Personal services are not included in this use category.

Commercial Vehicles means uses available for large trucks, mass transit vehicles, large construction or agricultural equipment, aircraft, or commercial boats that provide the following:

(1) *Rental Services*: a facility limited to office space, along with the display of commercial vehicles, which for a fee, are rented or leased.

(2) *Repair Services*: a facility that may provide and specialize in the repair of commercial vehicles.

(3) *Sales*: a facility used primarily for the sale of commercial vehicles.

Community Center means a meeting place used by members of the community for social, cultural or recreational purposes.

Community Garden means an area managed and maintained by a group of individuals to grow and harvest food crops, or non-food crops, for personal or group consumption, for donation, or for sale that is incidental in nature.

Community Services is a use category that includes public, quasi-public and private uses that provide unique services that are of benefit to the public at-large.

Congregate Living Facility and Senior Housing means a non-institutional, independent group living environment, that integrates shelter and service needs of functionally impaired or socially isolated elders who do not need institutional supervision or intensive health care.

Construction Contractor means the office, and indoor or outdoor storage facilities operated by, or on behalf of a contractor for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of scrap materials used for repair and maintenance of contractor's own equipment; and buildings or structures for uses such as repair facilities.

Convenience Food Store means a small food store whose primary function is the sale of convenience food items such as bread, milk, etc.

Crop Raising means commercial agricultural production field and orchard uses, including the production of the following, primarily in the soil on the site and not in containers, other than for initial propagation prior to planting in the soil on the site: field crops, flowers and seeds, fruits, grains, melons, ornamental crops, tree nuts, trees, sod, vegetables, wine and table grapes. Also includes the following associated crop preparation services and harvesting activities: mechanical soil preparation; irrigation system construction; spraying. Does not include greenhouses.

Cultural Institutions means buildings, structures, or facilities owned, operated, or occupied by a governmental entity or nonprofit organization to provide a service to the public, or preservation and exhibition of objects in one or more of the arts and sciences. This use includes libraries, museums, and art exhibitions.

Data Center means a facility whose primary service is data processing, and is used to house computer systems and associated components, such as telecommunications and storage systems, including but not limited to web hosting organizations and internet service organizations. A server farm, telecom hotel, carrier hotel, telehouse co-location center, or any other term applicable to facilities which are used for these specified purposes shall be deemed to be a data center.

Day Care Facilities is a use category that includes a building or structure wherein an agency, person, or persons regularly provides care for a child away from their own home for any part of the 24 hour day for compensation or otherwise. Child day care facilities include family day care homes, group day care homes, and child day care centers. They do not include preschools, nursery schools, facilities operated by a school system or in connection with a business establishment as a convenience for its customers, private or religious organization elementary or secondary schools, religious organization academic preschools or kindergartens for four- and five-year-old children, home schools, weekly Sunday or Sabbath schools, vacation bible schools or child care made available while the parents or guardians are attending worship services or other meetings and activities conducted or sponsored by a religious organization. Exempt activities:

(1) Babysitting services of a casual, nonrecurring nature or in a child's own home.

(2) Cooperative, reciprocated child care by a group of parents in their respective residences.

(3) Caring for four or fewer unrelated children in a home.

Destruction means damage to an extent of more than 50 percent of the replacement cost at the time of destruction.

Digital Production means uses focused on digital production such as software and internet content development and publishing; computer systems design and programming; and graphic and industrial design.

District means any section of the city for which the regulations governing use of buildings and premises, and the height and area of buildings are uniform.

Drive Through (Thru) means the use of land, buildings, or structures, or parts thereof, to provide or dispense products or services, either wholly or in part, through an attendant, window or automated machine, to persons remaining in motorized vehicles that are in a designated stacking lane. A drive through facility may be permitted only as an accessory use; i.e., in combination with other uses such as a bank or financial institution, restaurant, retail store, dry cleaners, laundry, or pharmacy. This definition does not include a vehicle washing facility, a vacuum cleaning station accessory to a vehicle washing facility, or a service station.

Drugstore or Pharmacy means a facility for preparing, preserving, compounding and dispensing drugs and medicines; and may include the display and sale of other merchandise such as cosmetics, lotions, fountain service and similar items.

Dry Cleaners means a facility that cleans clothing and other fabrics with chemical solvents that use little to no water.

Dwelling means any building or portion thereof, which is designed or used exclusively for residential purposes.

(1) *Dwelling, Single-Family Detached* means a detached building used exclusively for residential purposes having suitable accommodations for only one family which may include, not to exceed, five lodgers or boarders.

(2) *Dwelling, Single-Family Attached* means a portion of a residential building having accommodations for one family, and that is located on separate lot of record apart from the remaining portions of the building. Each such dwelling may be sold independent of other portions. Typical structures include duplex and townhouse.

(3) *Dwelling, Single-Family, Duplex* means a detached building used exclusively for residential purposes and designed for, or occupied by, two families living independently of each other, each of which may include, not to exceed, five lodgers or boarders.

(4) *Dwelling, Patio Home* means a single-family detached dwelling shifted to one side of the lot, i.e., placed on the lot so that one side setback is zero or nearly zero and the other side setback is larger than if both side setbacks were approximately equal.

(5) *Dwelling, Multi-Family* means a building, or portion of a building, having suitable accommodations for three or more families, living independently of each other, who may or may not have joint uses of utilities, halls, yards, etc. This term includes premises occupied more or less permanently for residential purposes in which rooms are occupied in apartments, suites or groups, such as apartments or dormitories. For purposes of this definition, hotels or motels shall not be considered dwellings.

(6) *Dwelling, Live/Work* means a use that combines a commercial activity allowed in the zone with a residential living space for the owner of the commercial business, or the owner's employee, and that person's household where: (1) the resident owner or their employee is responsible for the commercial activity performed; and (2) the commercial activity conducted takes place subject to a valid business license associated with the premises.

(7) *Dwelling, Loft* means a residential dwelling that is located above the ground floor of a multistory building.

Eating and Drinking is a use category for businesses that prepare or serve food, or serve prepared beverages for consumption on or off the premises. Accessory uses may include food preparation areas, offices, and parking.

Education Facilities is a use category for public, private, and parochial institutions at the primary, elementary, middle, high school, or post-secondary level, or trade or business schools that provide educational instruction to students. Accessory uses include play areas, cafeterias, recreational and sport facilities, auditoriums, and before- or after-school day care.

Electric Vehicle Charging Station means a public or private parking space that is served by electric vehicle supply equipment whose primary purpose is the transfer of electric energy (by conductive or inductive means) to a battery in an electric vehicle.

Energy Production and Natural Resource Extraction is a use category that includes energy produced from resources that are regenerative, and the extraction or quarrying of oil, gas, coal, ores, stone, minerals, top soil or aggregate resources from the ground.

Energy Production, Renewable means energy produced from resources that are regenerative, or for all practical purposes, cannot be depleted.

(1) *Cogeneration Facility*: A structure in which electricity or mechanical power and thermal energy (heating or cooling) are generated from a single fuel source.

(2) *Solar Array*: A free-standing, ground-mounted solar collection system consisting of a linked series of photovoltaic modules with a rated capacity of up to 10 kilowatts, the primary purpose of which is to provide for the collection, inversion, storage, and distribution of solar energy for electricity generation, space heating, space cooling, or water heating on-site; however, the energy output may be delivered to a power grid to offset the cost of energy on-site.

(3) *Wind Energy, Commercial*: A wind energy conversion system consisting of more than one wind turbine and tower that will be used primarily for off-site consumption of power, or a wind energy system that has a rated capacity in excess of 100 kW.

(4) *Wind Energy, Small*: A wind energy conversion system consisting of one wind turbine, a tower, and associated control or conversion electronics that has a rated capacity of not more than 100 kW, and that is intended to primarily reduce on-site consumption of utility power.

Farm Products Warehouse and Storage means a structure containing an area available for the purpose of storing agricultural materials, goods, or property.

Farmer's Market means an outdoor or partially enclosed market open to the public where vendors offer for sale farm products or goods produced from farm products.

Family means an individual or married couple, and the children thereof, with not more than two other persons related directly to the individual or married couple by blood or marriage; or a group of not more than five unrelated persons, living together as a single housekeeping unit in a dwelling unit.

Family Day Care Home means a child care program for no more than 10 children not related to the provider for any part of the 24-hour day.

Feed Store means a facility for the sale of grain, prepared feed and forage for pets, livestock or fowl, but not involving the grinding, mixing or commercial compounding of such items.

Financial Institution means a facility which has as its primary purpose the custody, loan, exchange or issue of money, the extension of credit and the transmission of funds, including drive-in facilities and automatic teller machines.

Floor Area, Gross means the sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.

Floor Area Ratio (FAR) means the measurement of the relationship between the amount of useable floor area permitted in a building (or buildings), and the area of the lot on which the building stands. FAR is obtained by dividing the gross floor area of a building by the total area of the lot.

Florist means a facility for the retail sale of cut or uncut flowers, ornamental plants and accessory items. Enclosure of use required.

Food Truck means a business that is limited to the sale of food and beverages to the public from an enclosed, self-contained motorized vehicle whether standalone or as part of a food truck court. The term "food truck" shall include vending carts unless otherwise specified within this Chapter.

Food Truck Court means a parcel of land where two or more businesses that are limited to the sale of food and beverages to the public from an enclosed, self-contained motorized vehicle are congregated.

Fortune Telling means and includes the telling of fortunes, forecasting of fortunes or futures, or furnishing of any information not otherwise obtainable by ordinary process of knowledge, by means of any occult, psychic power, clairvoyance, clairaudience, cartomancy, phrenology, spirits, tea leaves, or other such reading, mediumship, augury, astrology, palmistry, necromancy, mind reading, telepathy, or other craft, art, cards, talisman, charm, potion, magnetism, magnetized ordinance or substance, gypsy cunning or foresight, crystal gazing, oriental mysteries or magic, or other similar means, of any kind or nature. A fortune telling business shall not be considered a home occupation or classified as a religious assembly use.

Freight Terminal and Warehouse means a business, service or industry involving the use of commercial vehicles in the loading, unloading and transportation of cargo. May also include the fueling, maintenance, servicing, storage or repair of commercial vehicles, or the storage of cargo.

Frontage means the length of the property abutting one side of a street or place measured along the dividing line between the property and the street or place.

Funeral Home/Parlor means a building or part thereof used for human funeral services. Such building may contain space and facilities for: (a) embalming and the performance of other services used in the preparation of the dead for burial; (b) the performance of autopsies and other surgical procedures; (c) the storage of caskets, funeral urns and other related funeral supplies; and (d) the storage of funeral vehicles, but shall not include facilities for cremation.

Garage/Yard/Estate Sale means a sale of personal property that is conducted on premises within a residential district upon which a dwelling is located, or on any portion of a lot used for residential purposes.

Go-Cart Track means a track used for racing go-carts.

Government Offices and Facilities means a place for the regular transaction of governmental business that may include emergency services, and public services and utilities.

Grocery Store means a marketplace or establishment where foods and associated items are kept and displayed for retail sales.

Group Day Care Home means a child care program where care is given by a person licensed as a group day care home provider for 11, but not more than 20, children not related to the child care provider for nay part of the 24-hour day.

Group Home means any home in which eight or fewer unrelated mentally or physically handicapped persons reside, and may include two additional persons acting as houseparents or guardians who need not be related to each other, or to any of the mentally or physically handicapped persons residing in the home.

Group Living is a use category is characterized by residential occupancy of a structure by a group of people who do not meet the definition of "Household Living." Generally, Group Living structures have a common eating area for residents. The residents may receive care, training, or treatment, and caregivers may or may not also reside at the site.

Health Care Facilities is a use category characterized by activities focusing on medical services, particularly licensed public or private institutions, that provide primary health services and medical or surgical care to persons suffering from illness, disease, injury or other physical or mental conditions. Accessory uses may include laboratories, outpatient, or training facilities, parking, or other amenities primarily for the use of employees in the firm or building.

Home Occupation means a gainful activity, resulting in a product or service that is conducted in whole or in part on a property zoned or occupied as residential.

Home Supply and Lumberyard means a facility for the retail sale of home, lawn and garden supplies, and construction materials such as brick, lumber and other similar materials.

Hoop House means a structure made of PVC piping or other material, covered with a see-through material, and constructed in a half-round or "hoop" shape.

Hospital means a facility or area for providing health services primarily for human in-patient medical or surgical care for the sick or injured, and including related facilities such as laboratories, out-patient departments, training facilities, central services facilities, and staff offices that are an integral part of the facilities.

Hotel means a building which provides a common entrance, lobby, halls and stairways, and in which lodging is provided to transient guests.

Household Living is a use category characterized by residential occupancy of a dwelling unit by one or more persons. Pursuant to State Statute, single family dwellings or residences also include "any home in which eight or fewer unrelated mentally or physically handicapped persons reside, and may include two additional persons acting as houseparents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home," defined herein as a Group Home.

Housekeeping unit means a building or portion of a building which is occupied or intended to be occupied as a dwelling, and which has the facility for cooking and serving meals and for sleeping quarters, and which may or may not include rooms or facilities.

Industrial Services is a use category of firms that are engaged in the repair or servicing of agricultural, industrial, business, or consumer machinery, equipment, products, or by-products. Contractors and similar users perform services off-site. Few customers come to the site. Accessory activities may include sales, offices, parking, and storage.

Kennel means any place, area, building, or structure where pets are boarded, housed, cared for, fed or trained by other than the owner.

Laundromat means a coin, credit, or app-operated facility designed for use by the general population for the cleaning of domestic laundry items.

Laundry Service Station means a facility for the collection and return of domestic laundry items. This use shall be totally enclosed.

Library means an establishment for the loan or display of books which is sponsored by a public or quasi-public agency, and which institution is open and available to the general public.

Lockout Unit means one or more rooms within a dwelling unit which is under single, undivided ownership, which are connected to the primary dwelling area by a lockable door, or doors, so as to be capable of occupancy as separate quarters. Such unit may include sleeping, sanitary and kitchenette facilities. A lockout unit shall not be considered a separate dwelling unit unless it is conveyed into separate ownership from the rest of the dwelling unit, or it exceeds 195 square feet in area, in either of which cases, it shall be considered a separate dwelling unit for purposes of calculation of dwelling unit densities. Dwelling units containing lockout units which have been conveyed into separate ownership shall be required to provide parking at the rate of one parking space for each separate dwelling unit containing one bedroom, and one and one-half parking spaces for each separate dwelling unit containing two or more bedrooms. In addition, a lockout unit which is conveyed into separate ownership shall be required to pay an additional sewer capacity fee as a separate dwelling unit.

Lodging Establishment is a use category including any building, group of buildings, structure, facility, place, or places of business where five or more guestrooms are provided, which is owned, maintained or operated by any person, and which is kept, used, maintained, advertised or held out to the public for hire which can be construed to be a hotel, motel, apartment hotel, resort, cabin, tourist home, bunkhouse, dormitory, or other similar place by whatever name called, and includes all such accommodations operated for hire as lodging establishments for either transient guests, non-transient guests, or for both transient and non-transient guests.

Lot Width means the average horizontal distance between side lot lines, measured at right angles to the lot depth line. The planning and development director may use reasonable modifications to this procedure when determining the width of an irregular lot.

Lumberyard means a facility that sells and stores cut lumber and other associated or accessory building materials.

Manufactured Home means any home factory-built in the United States to the HUD Title 6 construction standards.

Manufactured Structure means and includes any portable structure, vehicle, trailer, mobile home, modular structure, framework, container, platform or device, vehicular in design, which may be drawn, towed or transported from one location to another without basic change in structure or design, whether on wheels or not, and whether designed or used as living or sleeping quarters or not. The term "manufactured structure" includes any structure above-described used for a commercial or residential purpose.

Manufacturing and Assembly is a use category including uses that produce goods from extracted and raw materials, or from recyclable or previously prepared materials, including the design, storage and handling of these products and the materials from which they are produced.

Manufacturing, Artisan/Light means light manufacturing businesses that operate in a fully-enclosed space and do not cause external disturbances or pollution. This category also includes spaces used by artists or craftspeople for the creation of art, craft, or similar endeavors.

Manufacturing, General means establishments involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, constructed, raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished, and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Goods are generally not displayed or sold on site, but if so, such activity is a subordinate part of sales. Relatively few customers come to the manufacturing site. Accessory activities may include retail sales, offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, and caretaker's quarters.

Manufacturing, Heavy means a facility or area for generally mass producing goods usually for sale to wholesalers or other industrial or manufacturing uses. A heavy manufacturing use is one which employs the following or similar types of processes:

(1) The milling of grain as retail sales and service.

(2) Producing animal food and tanning animal hides.

(3) Production of large durable goods such as, but not limited to, motorcycles, cars, manufactured homes, or airplanes.

(4) Canning or bottling of food or beverages for human consumption using a mechanized assembly line.

(5) Manufacturing of paint, oils, pharmaceuticals, cosmetics, solvents, and other chemical products; and use of a foundry for metals.

(6) Production of items made from stone, clay, metal or concrete.

(7) Tire recapping or retreading.

(8) A facility or area for generally mass producing goods usually for sale to wholesalers or other industrial or manufacturing uses.

Marina means a facility or area for storing, servicing, fueling, berthing, and security and launching of private pleasure craft that may include the sale of fuel and incidental supplies for the boat owners, crews, and guests.

Massage Establishment means any establishment having a fixed place of business where any person, firm, association or corporation engages in or carries on or permits to be engaged in or carried on any therapeutic massage activities and licensed by the state.

Medical and Research Laboratory means a facility or area for conducting medical or scientific research, investigation, testing, or experimentation, but not facilities for the manufacturing or sale of products, except as incidental to the main purpose of the laboratory. This definition also includes labs for the manufacturing of dentures and prostheses.

Medical and Dental Office and Clinic means a facility for examining, consulting with and treating patients, including offices, laboratories and outpatient facilities, but not including hospital beds for overnight care or treatment.

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

Miniature Golf means a novelty golf game played with a putter on a miniature course usually having tunnels, bridges, sharp corners and obstacles.

Mining and Quarrying means any mine, surface mine, pit, or quarry operation.

Mobile Home means a dwelling structure built on a steel chassis and fitted with wheels that is intended to be hauled to a usually permanent site.

Modular Housing means a factory-fabricated, transportable building designed to be used, or to be incorporated with, similar units at the building site into a modular structure. The term is intended to apply to major assemblies and does not include prefabricated sub-elements such as panels, roof trusses, plumbing trees, or similar sub-elements.

Motel means a group of attached or detached permanent structures containing five or more individual sleeping or separate living facilities designed and used for the accommodation of transient residents. The term "motel" does not include campgrounds, and vehicle parks as defined elsewhere in this chapter.

Museum means an institution devoted to the procurement, care, study, and display of objects of lasting interest or value.

Nightly Rental means a building or portion thereof, in which sleeping accommodation is available for five or fewer guestrooms, for legal consideration, for a term less than 30 consecutive days.

Nonconforming Use means a structure or premises legally occupied by a use that does not conform to the provisions of this Code in the zoning district in which it is situated as established in this chapter, or in previously applicable zoning regulations.

Nonconforming Structure means a lawfully existing building or portion thereof that does not conform to the provisions of this Code in the zoning district in which it is situated as established in this chapter, or in previously applicable zoning regulations.

Nursing, Convalescent, and Rest Home means an institution or agency licensed by the state for the reception, board, care or treatment of three or more unrelated individuals who by reason of illness or infirmity are unable to properly care for themselves, but not including facilities for the care and treatment of mental illness, alcoholism, or narcotics addiction.

Off-Premises Contact, Primary (OPC) means a stand-alone building, booth, kiosk, stand or similar structure where offsite timeshare plans, timeshare units or vacation clubs are marketed. OPC, accessory is the location of this use within the structure of another primary use.

Office is a use category for a facility that provides executive, management, administrative, or professional services not specifically listed elsewhere in this Code, but not involving the sale of merchandise except as incidental to a permitted use. Typical examples include real estate, insurance, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting, call centers, and similar offices. Accessory uses may include cafeterias, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.

Office, Business and Professional means a place for the regular transaction of business, but not to include the occupation by retail sales, transfer of manufactured goods or the storage of commodities.

Oil and Gas Development means the well site preparation, construction, drilling, re-drilling, hydraulic fracturing, or site restoration, reclamation and other activities associated with an oil or gas well of any depth; water and other fluid storage, impoundment and transportation used for such activities; the installation and use of all associated equipment, including tanks, meters and other equipment and structures, whether permanent or temporary; the site preparation, construction, installation, maintenance and repair of oil and gas pipelines and associated equipment; and other equipment and activities associated with the exploration for, production and transportation of oil and gas.

Outdoor Sales means the outdoor display of products or services that are intended for retail or wholesale purchase.

Outdoor Storage means the keeping of any goods, materials, merchandise, or equipment outside of an enclosed building for more than 24 hours.

Parcel means a building site or plot of land occupied or intended to be occupied by a structure, and including such open spaces as are required under this title, and having its principal frontage upon a public street or officially approved place.

(1) *Parcel, Corner*, means a parcel abutting two or more streets at their intersection.

(2) *Parcel, Depth of*, means the mean horizontal distance between the front and rear parcel lines.

(3) *Parcel, Frontage*. See Frontage.

(4) *Parcel, Interior*, means a parcel other than a corner parcel or triangular parcel.

(5) *Parcel Lines* means the lines bounding a parcel as defined herein.

(6) *Parcel of Record* means a parcel or portions of one or more parcels which are part of a subdivision, the map of which has been recorded in the office of the recorder of deeds of the county, or a parcel described by metes and bounds, the description of which has been recorded in the office of the recorder of deeds of the county.

(7) *Parcel, Through*, means an interior parcel having frontage on two streets.

(8) *Parcel, Triangular*, means a parcel abutting on two or more streets at their junction, where the angle formed by the intersecting streets is less than 45 degrees.

Park and Playground means a facility or area for recreational, cultural, or aesthetic use owned or operated by a public agency and available to the general public. This definition may include, but is not limited to, lawns, decorative plantings, walkways, passive recreation areas, pavilions, wooded areas, and water courses.

Park and Ride Lot means an area or structure intended to accommodate parked vehicles during normal commuting hours, usually 5:00 AM to 8:00 PM, Monday through Friday, where commuters park their vehicles and continue travel to another destination via public transit, carpool, vanpool, or bicycle.

Parking Lot means a parcel of land devoted to unenclosed parking space which may include partially enclosed structures.

Parking Space means a suitably surfaced area, either within or outside of a building, which is sufficient in size to store one standard automobile.

Parks and Open Space is a use category with uses that focus on natural areas, large areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares. These lands tend to have few structures. Accessory uses may include clubhouses, playgrounds, maintenance facilities, concessions, caretaker's quarters, and parking.

Personal Vehicles means uses available for automobiles, small trucks or vans, motorcycles, motor homes, recreational vehicles, and recreational boats that provide the following:

(1) *Rental Services*: a facility limited to office space, along with the display of automobiles, which for a fee, are rented or leased.

(2) *Repair Services*: a facility that may provide and specialize in the repair of certain auto parts such as brakes, mufflers, collision repair or transmissions.

(3) *Sales*: a facility used primarily for the sale of automobiles and trucks.

Pet Grooming means a facility for the grooming of pets where no outside runs are provided.

Pet Shop means a facility for the display and sale of any fish, birds, dogs, cats and other small animals as pets without involving commercial boarding or the treating of any animal, fish or bird.

Place means an open, unoccupied space dedicated to purposes of access for abutting property.

Planned Development means land under unified control, planned and developed as a whole, in a single development operation or a definitely programmed series of development operations, including all lands, and buildings for principal and accessory uses substantially related to the character of the district, according to comprehensive and detailed plans which include not only streets, utilities, parcels or building sites and the like, but also site plans, floor plans, and elevations for all buildings intended to be located, constructed, used and related to each other (to the extent required for determinations to be made under these regulations), and detailed plans for other uses and improvements on the land as related to the buildings, and with a program for provision, operation and maintenance of such areas, improvements, facilities and services as will be for common use by some or all of the occupants of the district, but will not be provided, operated and maintained at general public expense.

Plant Nursery and Greenhouse means a facility or area for the growing, displaying, and sale of plant stock, seeds, or other horticulture items. This may include raising plants outdoors or in greenhouses for sale either as food or for use in landscaping.

Porch means a roofed structure projecting from a building, and separated from the building by the walls thereof, and having no enclosed features except roof supports, railing or screen wire.

Portable Storage Unit means any container designed for the outdoor storage of personal property, including a "POD" or similar storage container, which is typically rented to owners or occupants of property for their temporary use, and which is delivered and removed by vehicle.

Portable Structure means a prefabricated structure assembled off site and delivered to the site as a complete unit or a building purchased in kit form and assembled onsite, which can be moved without disassembly to another location, similar to a kiosk.

Principal Use means a primary, principal, or dominant use established or proposed to be established on a parcel. In a mixed-use building there may be more than one principal use.

Promotional Event means an event focused on the promotion of a specific product or family of products, and may include outdoor sales or other activities or entertainment designed to entice the public to the business' site.

Public Events means an event or activity open to the public or offered for general public enjoyment with or without an entrance fee, which is sponsored by a non-for-profit organization, or sponsored by a for-profit organization held within a convention type facility having no less than 10,000 square feet of meeting area. Public events held on private property may require a temporary use permit. Public events held on public property may require a special event permit.

Public Service Facilities means an organization supplying a community with electricity, natural gas, water, or sewer and their accompanying services.

Publishing means a facility engaged in creating and printing newspapers, magazines, periodicals, and brochures.

Recreation and Entertainment, Indoor means any indoor establishment that is a primary use whose main purpose is to provide the general public with an amusing or entertaining activity, and where tickets are sold or fees are collected for the activity. This may include, but not be limited to, skating rinks, bowling alleys, billiard halls, and amusement parlors.

Recreation and Entertainment, Outdoor means any outdoor establishment whose main purpose is to provide the general public with an amusing or entertaining activity, and where tickets are sold or fees are collected for the activity. This may include, but not be limited to, water slides, water parks, miniature golf courses, go-kart tracks, zip-lines, and zoos.

Recording Studio means a facility for sound recording.

Recreation Areas and Facilities means facilities or equipment that are used for public recreational or natural resource purposes that have a relatively low flood damage potential, and do not involve a structure. This includes, without limitation: bicycle, equestrian or pedestrian trails and paths, benches, ball fields, tennis and basketball courts, interpretive facilities, and golf courses.

Recreational Vehicle Park means any property where one or more lots are rented to users of recreational vehicles, and which are occupied for temporary purposes.

Recycling Drop-Off Center means a facility used for the collection and temporary storage of empty beverage containers, aluminum, glass, plastic, paper, or cardboard for recycling purposes conducted totally within an enclosed structure or container. This definition does not include processing except for "can banks" that crush cans as they are deposited.

Religious Assembly means a facility or area for people to gather together for public worship, religious training, or other religious activities including a church, temple, mosque, synagogue, convent, monastery, or other structure, together with its accessory structures, including a parsonage or rectory. This use does not include home meetings or other religious activities conducted in a privately occupied residence. Accessory uses may include meeting rooms and childcare provided for persons while they are attending assembly functions. Schools are not accessory uses and shall require approval as separate principal uses.

Rental Storage Operations means a facility for individuals to rent a space for the purpose of storing their goods or belongings.

Restaurant means an establishment where food and drinks are available to the general public primarily for consumption within a structure on the premises.

Retail is a use category for firms involved in the sale, lease, or rental of new or used products to the general public. Accessory uses may include offices, parking, storage of goods, and assembly, repackaging or repair of goods for on-site sale.

Retail, General means a facility or area for the retail sale of general merchandise or food to the general public for direct consumption, and not for wholesale.

Satellite antenna or dish means a receiving or broadcasting antenna for television, circular in form and more than three feet in diameter, which may or may not be mounted on wheels for transportation, and, for the purpose of this chapter, shall be considered an accessory building and must meet all regulations concerning such structures.

Satellite earth station. The term "satellite earth station" shall not include any antenna which is mounted to a self-supporting, guyed or monopole antenna support structure.

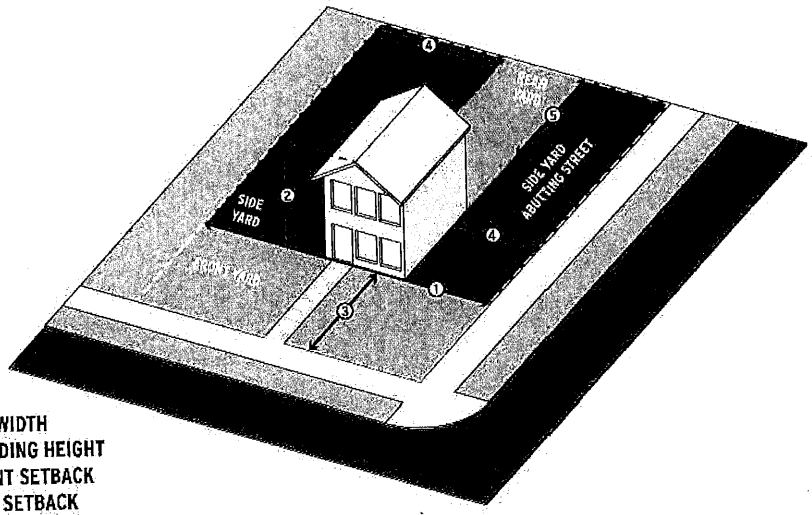
School, Primary or Secondary means an institution of learning for minors, whether public or private, which satisfies compulsory education laws of the state, or which is maintained pursuant to standards set by the State Board of Education. This definition includes a kindergarten, elementary school, junior high school, and senior high school.

School, Vocational-Technical and Trade means a facility or area for instruction and training in trades or crafts such as cosmetology, modeling academies, computer training facilities, vocational schools, administrative business training facilities, auto repair, welding, bricklaying, machinery operation, or other similar trades or crafts.

Seasonal Sales means the sale of Christmas trees, fireworks, pumpkins, fruits, flowers or vegetables, or other seasonal products, when sold on property other than on the site where grown, constructed, or assembled.

Searchlight means a device, usually consisting of a light and a reflector, for throwing a beam of light in any direction; may also include outdoor laser lights and floodlights.

Setback Line means the line that is the required minimum distance from the street right-of-way line or any other lot line that establishes the area within which the principal structure must be placed.



1. LOT WIDTH
2. BUILDING HEIGHT
3. FRONT SETBACK
4. SIDE SETBACK
5. REAR SETBACK

(1) *Front Setback* means the minimum distance required, or maximum distance allowed between a building, structure, or improvement and the front lot line.

(2) *Interior Side* Setback means the minimum distance required between a building, structure, or improvement and a lot line that is shared with another lot.

(3) *Side Setback* means the minimum distance required between a building, structure, or improvement and a street on either side of a lot.

(4) *Rear Setback* means the minimum distance required between a building, structure, or improvement and the rear lot line.

Service Station means a facility where gasoline, oil and other requirements for motor vehicles can be bought, and often where maintenance and minor repair work is also done.

Shelter Care Facility means a facility that provides temporary, overnight shelter and accommodations.

Short-term rental means any lodging rental for a period of 30 days or less.

Sight distance triangle means an area free of all obstructions that could interfere with the visibility of drivers approaching an intersection between an entrance or drive and a street. The area is a triangular-shaped piece of land, measuring 15 feet in distance along the street and 15 feet in distance along the entrance or drive, both distances being measured from and along the back of the curb.

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

Special Use means the use of land other than that permitted in a particular zoning district. Special use requires a permit from the Planning Commission as described in this chapter.

Sponsor means to conduct, stage, present or organize a special event. A sponsor under this definition shall be in charge of the event, or have primary control of its conduct, staging, presentation, or organizing.

Stables means a structure or land, in or on which equines are kept for sale or hire to the public. Breeding, boarding, or training of equines may also be conducted.

Story means that portion of a building, other than a basement, included between the surface of any floor and the surface of the floor above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

Street Line means the dividing line between a tract or parcel of land and a street.

Structural Alterations means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, floor joists, roof joists or girders, or any substantial change in the roof or exterior walls.

Studio – Art, Fitness, Music, Dance means a small-scale facility for the production of or education in a fine art, dance, or performance program. Examples of these facilities include: individual and group instruction and training in the arts and production rehearsal, photography and the processing of photographs produced only by users of the studio facilities, martial arts training studios, and gymnastics instruction and fitness centers. Also includes production studios for individual musicians, painters, sculptors, photographers, and other artists.

Tattoo Parlor means an establishment whose business activity, either in terms of operation or as held out to the public, is the practice of placing designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substance that results in the permanent coloration of the skin, by means of the use of needles or other instruments designed to contact or puncture the skin.

Temporary Use means a use that is established for a fixed period of time with the intent to discontinue such use upon the expiration of such time, and does not involve the construction or alteration of any permanent structure.

Temporary Office Facilities means a temporary portable unit for office or real estate sales use.

Temporary Vehicle Washes means a car or vehicle wash conducted as a temporary activity rather than as a permanent business, typically for fundraising.

Terrace means an artificial or natural embankment in the area between a building and a parcel line.

Theater means a building, room, or other setting for showing movies, or for where plays, dramatic presentations or other live entertainment is performed.

Thrift Store means a profit or nonprofit business or organization that engages in, or specializes in, the sale or resale of previously owned or used goods and merchandise from an area greater than 25% of the total floor area devoted to retail sales, and whose merchandise is donated, or principally donated.

Timeshare Periods means all periods of time when a purchaser of a timeshare plan is entitled to the possession and use of the accommodations or facilities, or both, of a timeshare plan regardless of whether such periods are designated as one or more specific days, weeks or months.

Timeshare Plan means any arrangement, plan, scheme or similar device, other than an exchange program, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, right-to-use agreement or any other means, whereby a purchaser, in exchange for a consideration, receives one or more timeshare periods, or any type of interval or joint ownership in, or a right-to-use, any accommodation or facility for a period of time which is less than a full continuous and uninterrupted year during any given year, and which extends for a period of time more than three years, as to each individual timeshare development subject to purchase.

Timeshare Unit means an accommodation or facility of a timeshare plan which is divided into timeshare periods, or is otherwise subject to interval or joint ownership, or use by the purchaser of the timeshare plans.

Transparent means having the property of transmitting light through its substance so that objects behind can be distinctly seen.

Transportation is a use category that includes uses involving public and private modes of vehicular transportation.

Truck Stop means a development oriented to the service of trucks, including the sale of fuel to truck drivers, and provision for support facilities for truck drivers. Truck stops are designed to accommodate trucks and truck drivers, and may also be utilized by non-truck traffic. This facility allows for the temporary, daily, or overnight parking (excluding for the loading and unloading of cargo) of commercial motor vehicles which are en-route to, or from a destination, along a highway or roadway for free or for a fee that may be independent of any other use on the premises. The term "truck" shall mean a commercial vehicle driven by a 'truck driver' who is required to have a Class "A" CDL (Commercial Driver's License) license or equivalent.

University or College means an academic institution of higher learning beyond the level of secondary school.

Urgent Care Facility means a facility licensed by the Missouri Department of Health and Senior Services that provides emergency medical services with no provision for continuing care on an inpatient basis.

Utility is a use category for the use of land for public or private lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, oil, gas, power, information, telecommunication and telephone cable, and facilities for the generation of electricity.

(1) *Utilities, Major Facilities/Service Yard* means infrastructure services that have substantial land use impacts on surrounding areas. Typical uses include, but are not limited to, water and wastewater treatment facilities, major water storage facilities and electric generation plants. This definition also includes service yards for utility providers.

(2) *Utilities, Minor Facilities/Office* means infrastructure facilities and services that need to be located in the area where the service is to be provided such as water and sewer pump stations, electrical transforming substations, wind energy conversion systems, solar collector systems, water conveyance systems or gas regulating stations.

Vehicles and Equipment is a use category for uses involving the sale, rental or repair of personal and commercial vehicles.

Vending cart means a readily movable, non-motorized cart equipped to prepare, store, serve, or sell food and beverages, and not exceed a size of eight feet in height, four feet in width, and ten feet in length, excluding roof overhangs and wheels.

Veterinary Services means a facility for the diagnosis and treatment of pets and other animals including, but not limited to, dogs, cats, birds, and horses. No outside boarding of these animals shall be allowed overnight.

Wares means an article of merchandise that is being presented outside of the business selling it.

Warehouse means:

(1) *Commercial*: The indoor storage of materials, equipment or products. Warehousing does not include self-storage facilities.

(2) *Self-Storage/Personal Property*: a building or group of buildings of one or more levels with, usually, but not limited to, the following characteristics: controlled access and secured areas which contain varying sizes of individual compartmentalized and controlled-access stalls or lockers for the dead storage of customer's goods or possessions.

Waste and Salvage is a use category for uses that collect, store, process, or sell waste or salvage materials, or collect and process recyclable material, for the purpose of marketing or reusing the material in the manufacturing of new, reused, or reconstituted products.

Welding and Automobile Body Shop means a facility that provides substantial motor vehicle body repair, painting or undercoating services, and collision repair services.

Wholesale Sales and Distribution is a use category for facilities used for the sale, lease, or rent of products primarily intended for industrial, institutional, or commercial businesses. The uses emphasize on-site sales or order taking, and often include display areas. Businesses may or may not be open to the general public, but sales to the general public are limited as a result of the way in which the firm operates. Products may be picked up on site or delivered to the customer.

Wireless Communication Facility

(1) *Antenna* means a transmitting or receiving device used in telecommunications that radiates or captures radio signals.

(2) *Antenna Support Structure* means any building or other structure which can be used for location and support of telecommunication facilities.

(3) *Telecommunication Facility* means any cables, wires, lines, wave guides, antennas and any other equipment or facilities associated with the transmission or reception of telecommunications as authorized by the Federal Communications Commission (FCC) located or proposed to be located or installed upon a telecommunications tower. The term "telecommunication facility" does not include:

a. Any satellite earth station which is utilized for the reception of broadcast television, video or radio signals, and which is on the same premises as and ancillary to the primary use of a television or radio station.

b. Any satellite earth station antenna two meters in diameter or less which is located in an area zoned and used for industrial or commercial purposes.

c. Any satellite earth station antenna one meter or less in diameter, regardless of zoning district.

d. Any telecommunications antenna located upon any city-owned structure with the approval of the city administrator.

(4) *Telecommunication Tower* means a self-supporting lattice, guyed or monopole support structure constructed from grade which supports telecommunication facilities. This term shall not include:

e. Amateur radio operator equipment as licensed by the FCC.

f. Utility poles which are utilized for the support of electrical, telephone, cable television, or other similar cables and wires located in public rights-of-way or other public easements, and are part of a system of such poles throughout the city.

Wrecker Service means a facility or area in which two or more tow trucks are employed in the hauling of motorized vehicles and for the storage of vehicles that have been towed, repossessed, or otherwise in the care and custody of the operator of the lot, but not disassembled or junked.

Yard means an open and unoccupied space on a building site, and except as otherwise provided in this title, open and unobstructed from the ground to the sky.

(4) *Yard, Front*, means that portion of the yard extending across the front of a parcel between the street line and the front building line, not including steps, terraces, unenclosed balconies, and unenclosed or screened porches.

(5) *Yard, Rear*, means that portion of the yard, on the same parcel with a building, between the rear building line and the rear parcel line, for the full width of the parcel (in those locations where an alley is platted in the rear of the parcels, half the width of the platted alley may be included in the rear yard) not including steps, unenclosed balconies and unenclosed porches.

(6) *Yard, Side*, means that portion of the yard along each side of a building between the building line and the side line of the parcel extending from the front yard to the rear yard, not including steps, balconies or porches.

Article II. RULES AND REGULATIONS

Sec. 94-5 Common Procedures

The following procedures are applicable to all applications submitted to the city pursuant to this chapter.

(a) Pre-Application Conference

(1) A potential applicant may request a pre-application conference with the planning and development director, and shall pay the required fees, if any. The planning and development director shall determine what other city representatives will be necessary to review the proposed application, and notify them of the meeting. With the request for a pre-application conference, the applicant shall provide to the planning and development director sufficiently detailed plans and descriptions of the proposal for staff to make informal recommendations regarding the proposed project. The planning and development director may determine that the information provided is insufficient and request additional information. If the applicant fails to provide sufficient information for a pre-application meeting and seeks to proceed with the application process, the planning and development director shall notify the Planning Commission or the Board of the applicant's lack of a sufficient submission for pre-application review.

(2) The informal evaluation conducted by the planning and development director and staff provided at the pre-application conference are not binding upon the applicant or the city. A pre-application conference precedes the actual application, so some key issues relating to a specific proposal may not be apparent at the pre-application conference and may require additional review, submissions, or studies later in the application process.

(b) Application Requirements

The applicant shall submit the application to the planning and development director. Application submittal requirements for every application type shall be established by the planning and development director on submittal forms available from the Planning and Development Department or on the city's website. The planning and development director may waive submission requirements where appropriate for specific applications.

(c) Reports and Studies

(1) Reports or studies may be necessary to adequately evaluate the consequences of a proposed development, and may be required as part of a specific application. These may include, but are not limited to, studies of soils, geological hazards, fiscal impacts, market analysis, traffic impacts, and environmental impacts.

(2) The applicant shall furnish the reports or studies needed at the applicant's cost, or at the city's discretion, pay appropriate cost of the study to the city so that the city many retain a consultant to prepare the required study.

(3) All required reports or studies shall be executed by professionals or other persons qualified to provide the requested reports. Failure of the applicant to select a city-

approved professional or consulting firm may result in the city's refusal to consider the report or study, or denial of the application.

(d) Fees

(1) Fees for the review of an application shall be established from time-to-time by the Board. Application fees are in the amount provided in the city fee schedule.

(2) The city may also assess and collect such additional fees as it may deem appropriate; provided that, when operating pursuant to the authority granted by this provision, the city shall base such additional fees upon the actual cost, whether by city employees or independent third parties, of performing related plan and document preparation and review, inspection of construction of public and related improvements, and all related services, including attorney and engineering fees. Such additional fees may be charged on a per-unit basis, such as foot or mile, and the city may also include in such additional fees a factor for overhead or other indirect expenses.

(3) The following shall apply to actions taken on a complete application:

a. Withdrawn Application: All fees are forfeited; the fee must be paid again in full if the application is resubmitted.

b. Continuance of Application: Payment of fees may be required to cover the cost of additional notice.

c. Reapplication, Resubmission: Payment of fees shall be required for a reapplication or resubmission where a previous application has been denied.

d. Modification or Revision of Approved Sketch or Preliminary Plan: Payment of the application fee shall be required to cover costs of re-review, less the cost of notice.

(e) Complete and Sufficient Application

(1) Applications shall not be processed until all materials have been submitted and are deemed sufficient in form and content such that recommendations, as required, and a decision may be made on the application by the city officer or body authorized to review the application. The planning and development director shall determine application sufficiency.

(2) If an application is deemed insufficient, the planning and development director shall inform the applicant within 15 working days of the specific submittal requirements that have not been met. The planning and development director may provide notice in writing, electronically, or in conversation with the applicant.

(3) If an application is deemed insufficient, the applicant must resolve and resubmit the materials required to complete the application within 30 days of the original submission of the application. An insufficient application that has not been revised to meet the completeness requirements shall expire on the thirtieth day. An expired application shall be returned to the applicant along with any original documents submitted in support of the application. The city may retain the application fee paid. Once an application has expired, the application must be resubmitted in full.

979 **(f) Review and Approval Criteria**

980 To recommend or approve a development application, the review or decision-making body, as
981 applicable, shall find that the development application has satisfied and followed the applicable
982 requirements of this chapter, and meets all of the approval criteria required for the applicable
983 development application as established in the individual application types in this chapter.

984 **(g) Conditions**

985 (1) The review or decision-making authority may recommend or impose such conditions
986 upon the subject development as is necessary to carry out the general purpose and intent
987 of this chapter. Conditions and additional information requirements shall be in written
988 form and attached to the approved plan, plat, or permit.

989 (2) Conditions of approval shall be reasonably related to the anticipated impacts of the
990 proposed use or development, and shall be based upon adopted standards.

991 (3) The decision-making authority may place specific time limits on the satisfaction of any
992 condition of approval.

993 (4) The decision-making authority may require financial guarantees from the applicant where
994 it finds such guarantees are necessary to ensure compliance with conditions of approval,
995 and protect the public health, safety, or welfare. The city shall release such guarantees
996 when the planning and development director has determined that all conditions attached
997 to the approval have been, or will be satisfied.

998 **(h) Continuation**

999 (1) The Planning Commission or Board may continue a hearing on its own initiative, or at the
1000 request of the applicant.

1001 (2) Where the applicant requests continuation after provision of notice, the cost of re-
1002 notification shall be borne by the applicant.

1003 (3) Applicants shall be limited to two requests for continuance. If the application is not heard
1004 following the second request, it shall be considered withdrawn and the applicant will be
1005 required to resubmit the application for further consideration.

1006 **(i) Lapse**

1007 Except as otherwise specified in the specific procedure sections of this chapter, an approval granted
1008 under this chapter shall lapse and shall become void two years following the date of final approval unless,
1009 prior to the expiration date, a building permit based upon such approval is issued and construction is
1010 commenced and diligently pursued toward completion.

1011 **(j) Extension**

1012 An approval may be extended by the body that issued the original approval for up to one year.
1013 Requests for extensions of more than one year must show good cause for need for extension. The
1014 applicant shall submit a request for an extension in writing to the planning and development director at

1015 least 60 days prior to the date of approval termination. This section shall not be applicable to applications
1016 and approvals that pre-date the adoption of this section.

1017 **Sec. 94-6** **Changes in Zoning Districts**

1018 **(a)** **General Procedure**

1019 (1) Changes in the zoning district of a tract or parcel of land located in the city shall be made
1020 by ordinance by the Board upon recommendation by the Planning Commission after
1021 notice and hearing as provided by law. Every such ordinance shall legally describe the
1022 particular tract or parcel of land, and the change being made in its zoning district. Each
1023 ordinance may contain more than one change of zoning.

1024 (2) Upon the adoption by the Board of an ordinance change of the district of any tract or
1025 parcel of land, the Planning Commission shall cause the change to be made on the official
1026 zoning map so that the map shall at all times reflect current zoning district of any tract or
1027 parcel of land in the city.

1028 **(b)** **Changes by the Board**

1029 The Board may from time to time amend the district boundaries or regulations contained in this
1030 chapter; provided such proposed change is first submitted to the Planning Commission for
1031 recommendation and its report; and provided that no less than 15 days' notice of such proposed change
1032 shall first be published in the newspaper in the city, and a hearing is granted to any person interested at
1033 a time and place specified by such notice. If a protest against such amendment is presented, duly signed
1034 and acknowledged by the owners of 30 percent or more, either of the areas of the land (exclusive of
1035 streets and alleys) included in such proposed change or within an area determined by lines drawn parallel
1036 to and 185 feet distant from the boundaries of the district proposed to be changed, such amendment
1037 shall not be passed, except by at least two-thirds vote of the Board.

1038 **(c)** **Changes by Other Individuals or Groups**

1039 (1) Application for any change in district boundaries of any tract or parcel of land shall be
1040 filed with the planning and development director and shall be accompanied by such data
1041 and information as may be prescribed by the Planning Commission so as to ensure the
1042 fullest practicable presentation of facts for the permanent record.

1043 (2) The application shall only be filed by the owner of the property seeking a change of
1044 district, or by a person having a contract to buy such a property. In the event of a denial
1045 of such application, re-application may be filed within 90 days following such denial.

1046 (3) To defray costs of proceedings prescribed herein, filing and publication fees shall be paid
1047 upon the filing of each application for a change of districts.

1048 **Sec. 94-7** **Site Plan Review**

1049 **(a)** **Purpose**

1050 The purpose of the site plan review process is to ensure compliance with the development and
1051 design standards and provisions of this chapter. It is designed to encourage quality development
1052 reflective of the goals, strategies, and actions of the Community Plan 2030.

1053 **(b)** **Applicability**

1054 (1) Section 94-7(c) identifies the types of development and design activities that require site
1055 plan approval. When site plan review is required, structures and uses may be established,
1056 and building permits may be issued only after a site plan showing the proposed
1057 development has been approved in accordance with the procedures and requirements of
1058 this section.

1059 (2) Preliminary Planned Development ("PD") review and approval serves as site plan review
1060 for the purposes of this section.

1061 **(c)** **Site Plan Review Required**

1062 The following applications and projects are subject to site plan approval:

1063 (1) All new uses and structures that are not part of a preliminary PD application or
1064 preliminary subdivision plat;

1065 (2) All requests for temporary uses and structures;

1066 (3) Any proposed redevelopment that meets or exceeds 20 percent increase in gross square
1067 footage, or 50 percent increase in assessed valuation, with either measurement
1068 calculated over a five-year period.

1069 (4) Relocation of development pads, buildings, or dwelling units for some practical reasons
1070 such as topography, road alignment or easements provided that the modification does
1071 not significantly alter the site design in terms of parking layouts, vehicular circulation,
1072 landscape design, and other similar components of the development plans;

1073 (5) An increase or decrease in a proposed setback, provided Code requirements are still met;

1074 (6) A modification to a recreation area or open space design, but not elimination or a
1075 significant reduction;

1076 (7) A change in the parking lot layout or vehicular circulation;

1077 (8) A change in the landscape design or a change of more than 20 percent of plant types;

1078 (9) Any change that may affect an adjoining residential neighborhood;

1079 (10) Any request that would significantly alter the design of the site or building(s); or

1080 (11) A request to change or delete a condition of approval established by the Planning
1081 Commission or the Board.

1082 **(d) Procedure for Site Plan Review**

1083 **(1) Action by Planning and Development Director**

1084 The planning and development director shall review each site plan application and, as necessary,
1085 distribute the application to other departments. Taking into account the results of those reviews,
1086 the planning and development director shall take final action on the application and approve,
1087 approve with conditions, deny, or defer decision on the application based on the applicable
1088 approval criteria below.

1089 **(2) Approval Criteria**

1090 The planning and development director may approve a site plan upon a finding that the
1091 application meets all of the following criteria, as applicable:

1092 a. The site plan is consistent with the Community Plan 2030;

1093 b. The site plan is consistent with any previously approved subdivision plat, planned
1094 development, or any other precedent plan or land use approval as applicable;

1095 c. The site plan complies with all applicable development and design standards set forth
1096 in this chapter;

1097 d. Any significant adverse impacts reasonably anticipated to result from the use will be
1098 mitigated or offset to the maximum extent practicable;

1099 e. The development proposed in the plan and its general location is, or will be,
1100 compatible with the character of surrounding land uses and structures; and

1101 f. The development can be adequately served by city services including, but not limited
1102 to, roads, water, and wastewater.

1103 **(3) Referral to Planning Commission**

1104 The planning and development director may refer any application to the Planning Commission
1105 that, in the planning and development director's opinion, presents issues that require Planning
1106 Commission attention.

1107 **(e) Post-Approval**

1108 **(1) Site-Specific and Binding**

1109 Approved site plan documents shall be binding upon the applicants and their successors and
1110 assigns. No permit shall be issued for any building, structure or use that is not in accord with
1111 the approved documents, or any approved modifications thereto. The construction, location,
1112 use or operation of all land and structures within the site shall conform to all conditions and
1113 limitations set forth in the documents. No structure, use, or other element of approved
1114 design review documents shall be eliminated, altered or provided in another manner unless
1115 an amended site plan is approved.

1116 **(2) Expiration**

1117 Approved site plan documents shall expire one year after approval if a building permit has not
1118 been issued, or the approved use established. In the event that the documents expire due to
1119 the passage of this time period, new site plan review documents must be submitted for
1120 approval in the same manner as an original application for development review. An extension
1121 not to exceed one year may be granted by the Planning and Development Director.

1122 **(3) Modifications to Site Plans**

1123 The holder of an approved site plan may request a modification to the document, or the
1124 conditions of approval, by submitting amended documents to the planning and development
1125 director. The amended documents shall be filed and processed in accordance with the
1126 procedures for an initial site plan submittal.

1127 Sec. 94-8 Conformance to Vicinity; Depreciation

1128 (a) All structures in the residential, commercial and downtown districts shall, for the purposes of
1129 design, architecture and building materials, conform to the area and immediate vicinity. When
1130 plans and specifications of any structure or proposed development are such as would, in the
1131 opinion and judgment of the planning and development director, cause a general depreciation in
1132 the market value of property in the immediate vicinity, the planning and development director
1133 shall refer the proposal to the Planning Commission for its decision.

1134 (b) When a new structure or development is proposed in a commercial zoning district that directly
1135 abuts a residential district (LDR, MDR, HDR), the planning and development director shall provide
1136 a recommendation to the Planning Commission. In rendering a decision, the Planning Commission
1137 shall give careful consideration to the need for undisturbed natural vegetation buffering to
1138 protect the integrity of the neighboring residential zoning district.

1139 (c) In all cases referred to the Planning Commission by the planning and development director, the
1140 Planning Commission shall have full authority to approve, deny, approve with conditions, or
1141 require any documentation deemed necessary and appropriate to provide an accurate
1142 representation of the effects the proposed structure or development may have on the
1143 neighboring properties. Prior to rendering a final decision, citizen input shall be considered
1144 through the public hearing process with legal notification to all property owners within 185 feet
1145 of the subject property.

1146 Sec. 94-9 Special Use Permit

1147 **(a) Permit Required**

1148 A special use permit shall be required from the Planning Commission for any use listed as a special
1149 use in any zoning district, and for any use not listed in any zoning district. A special use permit review is
1150 intended to allow the establishment of uses that have a special impact, uniqueness, or effect on the
1151 neighborhood surrounding the subject site.

1152 **(b) Review and Approval Criteria**

1153 In considering a special use, the Planning Commission shall consider the location and design of the
1154 proposed use, configuration of improvements, potential impacts on the surrounding neighborhood, and
1155 that development in each zoning district protects the integrity of that district, and following a hearing, the
1156 commission shall record the decision in writing and shall recite the findings upon which the decision is
1157 based.

1158 The commission may approve or modify a special use permit application in whole, or in part with
1159 conditions, only if all the following findings are made:

1160 (1) The proposed use is conditionally permitted within, and would not impair the integrity
1161 and character of the intended purpose of the subject zoning district, and complies with
1162 all of the applicable provisions of this chapter;

1163 (2) The proposed use is consistent with the Community Plan 2030;

1164 (3) There will be no significant negative effects upon environmental quality and natural
1165 resources that could not be properly mitigated and monitored;

1166 (4) The design, location, size, and operating characteristics of the proposed use are
1167 compatible with the existing and future land uses within the general area in which the
1168 proposed use is to be located, and will not create significant noise, traffic, or other
1169 conditions or situations that may be objectionable or detrimental to other permitted uses
1170 in the vicinity, or adverse to the public interest, health, safety, convenience or welfare of
1171 the city;

1172 (5) The subject site is physically suitable for the type and density/intensity of use being
1173 proposed; and

1174 (6) There are adequate provisions for public access, water, sanitation, and public utilities and
1175 services to ensure that the proposed use would not be detrimental to the public health
1176 and safety.

1177 **(c) Special Use Permits Site Specific**

1178 All special use permits shall be approved for a specific location, and shall be transferable to a new
1179 property owner of that location for the same use barring any substantial changes or modifications of the
1180 operation. Written notification of any transfer shall be provided to the planning and development
1181 director. Any non-active special use permit shall become null and void upon the approval of a different
1182 special use at that location. Special use permits shall not be transferred to any other location by the
1183 applicant or successor property owners.

1184 **(d) Timeframe for Validity; Expiration**

1185 All special use permits shall be valid for an unlimited period of time unless a lesser period of time shall
1186 be provided in a particular permit. Prior to the expiration of the time limit specified in a particular permit,
1187 the property owner may request the special use permit be reviewed by the Planning Commission, which
1188 may extend it for an unlimited period, or for a specified additional period of time.

Sec. 94-10 Temporary Use Permit

(a) Purpose and Applicability

The purpose of a temporary use permit is to allow uses of a temporary nature on private property to exist for a specified length of time, in a manner that will not adversely impact the general welfare of persons residing in the community. A temporary use permit is required prior to the construction or operation of any facilities or uses associated with any activity that requires authorization of a temporary use permit.

(b) Review and Approval

Temporary use permit applications shall be processed through the site plan review process in this chapter. In addition to the process established in this chapter, the planning and development director shall also review temporary use applications for the following:

(1) Requirements for vehicular ingress/egress and corresponding traffic safety provisions, parking requirements and facilities, and hours of operation;

(2) Regulation of public nuisance factors (e.g., light glare, noise, vibration, smoke, dust, dirt, odors, gases, and heat); and

(3) Regulation of maintenance and site restoration during, and after termination of the temporary use or expiration of the temporary use permit. A bond or other form of security acceptable to the planning and development director may be required prior to the initiation of the use to ensure cleanup after the use is finished.

Sec. 94-11 Planned Development (PD)

(a) Purpose

This section is intended to encourage flexible development patterns that are not specifically provided for in this chapter. It is the purpose of this section:

(1) To promote and permit flexibility that will encourage innovative and imaginative approaches in land development and renewal that will result in a more efficient, aesthetic, desirable, and economic use of land while maintaining density and intensity of use consistent with the applicable adopted plans, regulations, and policies of the city;

(2) To promote development within the city that can be conveniently, efficiently, and economically served by existing local utilities and services or by their logical extension;

(3) To promote design flexibility including placement of buildings, use of open space, pedestrian and vehicular circulation systems to and through the site, and off-street parking areas in a manner that will best utilize potential on-site characteristics such as, topography, geology, geography, size, and proximity;

(4) To provide for the preservation of historic or natural features where they are shown to be in the public interest, including but not limited to such features as: drainage ways, flood plains, existing topography or rock outcroppings, unique areas of vegetation, historic landmarks, or structures;

1226 (5) To provide for compatibility with the area surrounding the project site;

1227 (6) To provide for usable and suitably located open space such as, but not limited to, bicycle
1228 paths, playground areas, courtyards, tennis courts, swimming pools, planned gardens,
1229 outdoor seating areas, outdoor picnic areas, and similar open space;

1230 (7) To minimize adverse environmental impacts of development;

1231 (8) To improve the design, quality and character of new development; and

1232 (9) To provide compensating community benefits to offset any impacts of the development,
1233 and in recognition of design flexibility.

1234 **(b) Eligibility Criteria**

1235 All of the following criteria must be met for a project to be eligible to apply for PD approval.

1236 **(1) Minimum Lot Size**

1237 a. Projects located outside of the Downtown and Entertainment districts must be a
1238 minimum of five acres.

1239 b. Projects located within the Downtown or Entertainment districts may be less than
1240 five acres provided the PD combines two or more parcels of land.

1241 **(2) Consistency with Comprehensive Plan**

1242 The proposed development shall be consistent with the Community Plan 2030 and any
1243 applicable geographic or specific plan including area, corridor, or neighborhood plans.

1244 **(3) Consistent with PD Intent**

1245 The proposed development shall be consistent with the intent and spirit of the PD purpose
1246 statement.

1247 **(4) Economic Impact**

1248 The proposed development shall not impede the continued use, or development of,
1249 surrounding properties for uses permitted in this chapter or planned for in the Community
1250 Plan 2030.

1251 **(5) Unified Control**

1252 The entire area of the proposed development shall be under single ownership or unified
1253 control, such that there is a single entity having responsibility for completing the entire
1254 project. This provision shall not prohibit a transfer of ownership or control, provided that a
1255 unified ownership remains.

1256 **(6) Public Benefit**

1257 A recognizable and material benefit will be realized by both the future residents and the city
1258 as a whole through the establishment of a PD, where such benefit would otherwise be
1259 infeasible or unlikely.

1260 **(7) Preservation of Site Features**

1261 Long-term conservation of natural, historical, architectural, or other significant features or
1262 open space will be achieved, where such features would otherwise be destroyed or degraded
1263 by development as permitted by the underlying zoning district.

1264 **(8) Sufficient Land Area for Proposed Uses**

1265 Sufficient land area has been provided to comply with all applicable regulations of this chapter
1266 to adequately serve the needs of all permitted uses in the PD projects, and to ensure
1267 compatibility between uses and the surrounding neighborhood.

1268 **(c) Dimensional and Development Standards**

1269 The following dimensional and development standards shall apply to all PDs.

1270 **(1) Overlay District**

1271 A PD shall be an overlay district and shall be applied over an underlying zone district. When
1272 a site contains land that is in more than one zoning district, the allowed residential and
1273 conditional uses at the required minimum and maximum densities, if applicable, shall be
1274 proportionate to the land within the development site devoted to each zoning district.

1275 **(2) Setbacks**

1276 Setbacks from the exterior boundary line of the PD shall be comparable to, or compatible
1277 with, those of the existing development on adjacent properties. If adjacent properties are
1278 undeveloped, setbacks shall match the underlying zoning or the projections of the Community
1279 Plan 2030.

1280 **(3) Permitted Uses**

1281 PD uses shall be limited to those allowed either as permitted, accessory, or special use in the
1282 underlying zone district.

1283 **(4) Use Standards**

1284 Use Standards as described in this chapter shall be applicable to PD projects.

1285 **(5) Timeshare Standards**

1286 a. Maximum Density

The maximum number of timeshare dwelling units within a planned development (PD) District shall not exceed the number calculated by multiplying the entire area of the property to be used for timeshare purposes by the maximum density shown by Table 94-79.1, except as set forth in the exceptions listed 94-79(b)(2-4). The number of timeshare units may be distributed in any manner over the timeshare portion of the PD consistent with the intent and provisions of this chapter. The development plan shall specify distribution of timeshare units for the PD as a whole or for subareas within the PD as appropriate. In making its determination regarding the distribution of timeshare units, the Board may consider compatibility of timeshare densities with other uses within the district as well as outside the district, the impact of timeshare densities on public facilities and services, and the consistency with the master plan and other adopted plans and policies.

Table 94.79-1: Timeshare Density

Abutting Zoning District	Maximum Timeshare Density	Additional Standards
LDR	6 DU/acre	94-78(c)(2)
MDR	12 DU/acre	94-78(c)(3)
HDR	24 DU/acre[3]	94-78(c)(4)
NC/CC/MU	32 DU/acre	--
D/ENT/BUS	32 DU/acre	--
I	32 DU/acre	--

b. Timeshare Units Abutting LDR Districts

The maximum density of timeshare dwelling units within 300 feet of an abutting LDR district may be increased to 12 DU/acre, but only under the following circumstances:

(i) No building within 300 feet of an abutting LDR zoning district shall exceed two stories in height.

(ii) All buildings must be set back from an LDR zoning district an additional 25 feet for each two DU/acre in excess of six DU/acre to provide additional buffering. Such additional buffering shall be in excess of the 100 feet minimum buffering required by this Code and shall be provided along the entire boundary common to the LDR zoning district.

(iii) The maximum density of timeshare dwelling units located more than 300 feet from an abutting LDR zoning district shall be 32 DU/acre.

c. Timeshare Units Abutting MDR Districts

The maximum density of timeshare dwelling units within 300 feet of an abutting MDR district may be increased to 24 DU/acre, but only under the following circumstances:

(i) No building within 300 feet of an abutting MDR zoning district shall exceed two stories in height.

(ii) All buildings must be set back from an MDR zoning district an additional 25 feet for each two DU/acre in excess of 12 DU/acre to provide additional buffering. Such additional buffering shall be in excess of the 100 feet minimum buffering required by this Code and shall be provided along the entire boundary common to the MDR zoning district.

(iii) The maximum density of timeshare dwelling units located more than 300 feet from an abutting MDR zoning district shall be 32 DU/acre.

d. Timeshare Units Abutting HDR Districts

The maximum density of timeshare dwelling units within 200 feet of an abutting HDR district may be increased to 32 DU/acre, but only under the following circumstances:

(i) No building within 200 feet of an abutting HDR zoning district shall exceed four stories in height.

(ii) All buildings must be set back from an HDR zoning district an additional 25 feet for each four DU/acre in excess of 24 DU/acre to provide additional buffering. Such additional buffering shall be in excess of the 100 feet minimum buffering required by this Code and shall be provided along the entire boundary common to the HDR zoning district.

(iii) The maximum density of timeshare dwelling units located more than 200 feet from an abutting HDR zoning district shall be 32 DU/acre.

(6) Sign Regulations

PD approval may not be used to change or vary any of the sign standards or sign requirements of this Code.

(d) General Procedures

All PDs are processed in two stages: 1) the preliminary PD, and 2) the final PD. The final PD can only be filed with the city for review and processing after the preliminary PD has been approved or conditionally approved by the Board. The approval of a final PD plan shall not constitute the effective dedication of easements, rights-of-way, or access control, nor shall the filed plan be neither the equivalent of, nor substitute for the final platting of land. Specific procedures for conceptual review, preliminary PD, and final PD are outlined below.

(1) Pre-Application Conference

A pre-application conference is required for a PD application.

(2) Coordination with Subdivision Review

Subdivision review, if applicable, may be carried out concurrently with the review of PD plans under this section. If subdivision approval is required for the subject property, the PD plans required under this section shall be submitted in a form that satisfies the requirements for preliminary and final subdivision plat approvals.

(3) Application without Subdivision Review

a. Where subdivision review is not required, the preliminary development plan shall be reviewed as a zoning change, and shall be processed in the same manner specified by this chapter. The applicant shall submit a PD application that meets the requirements of the PD application form, including but not limited to the following information:

(i) A legal description of the site proposed for PD designation, including a statement regarding present ownership and present zoning.

(ii) A master conceptual plan that indicates tract or parcel locations and dimensions; density per gross and per net acres in the development and in each land use component, if appropriate; the intensity of land use in the development and each land use component, if appropriate; the amount of land in common area open space, recreation use or public use, if appropriate; and the treatment of project boundaries.

(iii) Written text which includes supporting graphics describing the overall concept of the plan; the uses included and any limitations upon uses; building types and prototypical site layouts, if appropriate; provisions for maintenance of common areas; any proposed agreements, dedications or easements; any proposed private covenants and restrictions; and any other information required by this article or pertinent to a determination of compliance with this article.

(iv) A circulation plan that indicates roads adjoining the property; the location of access from public roads into the project; and vehicular and pedestrian circulation systems within the project.

(v) An improvement plan that indicates water supply and distribution facilities as well as the source of the water supply; sewage collection and disposal, including method and location of sewage discharge; methods and facilities for the management of stormwater runoff; improvements to streets and roads; and any other physical improvements required to support the project.

(vi) A statistical summary that indicates the number of acres in the project; the number of acres allocated to each land use within the project; the gross and net residential density within the project and within each land use component of the project; and floor area, floor area ratios, open space ratios, and other data relating the intensity of development to the site size and location.

1386 b. The following elements are optional at the request of the Planning Commission:

1387 1388 (i) A sign plan that indicates the location, size, design, and other pertinent provisions relating to signs within the project.

1389 1390 (ii) A parking plan that shows the number of parking spaces as well as their general location and design.

1391 1392 (iii) An environmental impact statement indicating possible problem areas within the site as well as solutions to these problems as intended by the developer.

1393 **(e) Review and Decision**

1394 1395 1396 The Planning Commission may recommend approval of preliminary PD plans, and the Board may approve, if the PD overlay district and the associated preliminary PD plan meets all of the following criteria:

1397 1398 1399 1400 1401 1402 1403 1404 (1) The PD addresses a unique situation, confers a substantial benefit to the city, or incorporates creative site design such that it achieves the purposes of this chapter and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. Such improvements in quality may include, but are not limited to: improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.

1405 (2) The PD rezoning will promote the public health, safety, and general welfare;

1406 1407 (3) The PD rezoning is consistent with the Community Plan 2030 and the purposes of this chapter;

1408 1409 1410 1411 (4) Facilities and services (including roads and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;

1412 1413 1414 (5) The PD rezoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

1415 1416 (6) The PD rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; and

1417 1418 (7) Future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract.

1419 **(f) Preliminary Approval Lapse**

1420 **(1) Submission Deadline for Final PD Plan**

1421 1422 Within six months following approval of the preliminary PD plan, the applicant shall initiate the second stage of their application process by filing with the planning and development

director a final PD plan, and subdivision plat if necessary, containing in final form all the information required in the preliminary PD plan, along with such other documents as may be necessary to implement the plan or to comply with all applicable requirements of this chapter.

(2) Time Extension

Upon written request by the applicant prior to the application lapsing, the Planning Commission, for good cause, may extend the period for filing the final PD plan for a period not to exceed six months.

(g) Final PD Plan

(1) Contents of Final PD Plan

The final PD plan shall contain all of the materials included in the preliminary PD plan, together with revisions, if any, that may be approved by the Planning Commission without an additional public hearing, as described in this section. In addition, the final PD plan shall include the following:

(2) Phasing Program

A document describing any proposed phasing program of the development for all structures, recreational and other common facilities, and open space improvements, including time schedule for commencement and completion dates of construction of each phase. Intermediate phases shall not exceed overall project density and a pro rata allocation of public infrastructure and common open space shall be made as each phase is developed.

(3) Common Open Space Agreement

A copy of the formal agreement with a public agency or private association for the ownership and maintenance of the common open space is required.

(4) Plats for Recording

A copy of any subdivision plat, plat of dedication, or plat of vacation that may be necessary part of the PD rezoning is required.

(5) Covenant

A restrictive covenant in a form acceptable to the city attorney limiting development of construction upon the tract as a whole to such development and construction as shall comply with the final PD plan as approved by the Board, which document shall include a provision granting the city a right to enforce the same.

(6) Permitted Minor Changes from a Preliminary PD Plan

Minor changes in the location, siting, and height of structures, streets, driveways, and open spaces may be authorized by the Planning Commission to be included in the final PD plan in accordance with the following procedures without additional public hearings if such changes

are required by engineering or other circumstances not foreseen at the time the preliminary PD plan is approved. No change authorized by this subsection may cause any of the following:

a. A change in the use or character of the development;

b. An increase by more than one percent in the overall coverage of structures;

c. An increase in the density or intensity of use;

d. An increase in the problems of traffic circulation and public utilities;

e. A reduction of not more than one percent in approved common open space;

f. A reduction in off-street parking and loading spaces;

g. A reduction in required pavement widths.

(h) Review and Decision

(1) The Planning Commission shall review the application and recommend approval, approval with modifications or conditions, or denial, and transmit its findings of fact and recommendation to the Board. If the proposed final PD plan does not include any changes from the approved preliminary PD plan that exceed the criteria listed in this section, the Planning Commission may review the final PD plan without conducting a public hearing. If the proposed plan includes changes that exceed such criteria, the Planning Commission shall conduct a new public hearing in order to review the proposed final PD plan.

(2) The Planning Commission and the Board shall review the final PD plan and PD rezoning according to the same approval criteria listed above for preliminary PD plans.

(i) Final Approval Lapse

Development in the approved PD shall commence within 12 months from the approval of the rezoning. If development has not commenced within 12 months, the planning and development director shall initiate a public hearing process for the purpose of considering whether to rezone the property back to its prior zoning classification, or in light of other conditions, to another zoning classification, and authorize the revocation of all permits issued and action taken.

(j) Revocation

Revocation of a PD may occur if:

(1) The landowner or a majority of the owners of property within the subject PD, petition for revocation of such PD plan in whole or in part;

(2) The project falls more than three years behind the schedule filed with the final PD;

(3) Construction or application for building permits have not commenced within one year of approval of the final PD by the Board;

(4) Applicants have failed to comply with the approved PD plan or any specific condition of approval; or

(5) The construction and provision of landscaping, buffers, open space, and public streets and facilities that are shown on the final development plan are proceeding at a slower rate than other project components as determined by the planning and development director.

(k) Action by Review and Decision-Making Bodies

(1) Planning Commission

The Planning Commission shall hold a public hearing and make a recommendation to revoke the final PD, keep the final PD in force, require an application amendment, or postpone the application. The Planning Commission may recommend the imposition of reasonable conditions on such revocation in order to advance the health, safety, and welfare of the citizens, such as vacation of the underlying final plat.

(2) Board Public Hearing

The Board shall hold a public hearing and determine whether to revoke, postpone, require amendment, or keep the final PD in force. The Board may impose reasonable conditions on such revocation in order to advance the health, safety, and welfare of the citizens, such as vacation of the underlying final plat.

(3) Effect of Revocation

If the Board revokes a PD approval, the zoning on the parcel shall remain in the same base district as it was when the PD overlay was applied.

Sec. 94-12 Certificates of Occupancy and Compliance

(a) The existing use and occupancy of a building shall not be changed, or any structure hereafter erected or altered, until a building permit has been issued by the planning and development department stating the proposed use of such structure, or structure and land in combination, is consistent with the uses allowed in the zoning district.

(b) A certificate of occupancy and compliance shall be applied for coincident with the application for a building permit, and shall be issued within ten days after the erection or alteration of such building in conformity with the provisions of these regulations. A record of all certificates shall be kept on file in the office of the city clerk, and copies shall be furnished on request to any person having proprietary or tenant interest in the building affected. No fee shall be charged for an original certificate applied for coincident with the building permit; for all other certificates or copies of an original certificate, there shall be a charge in the amount provided in the city fee schedule.

Sec. 94-13 Authorization by Board Required

The following shall be approved by the Board by resolution:

1524 **(a) Public Building**

1525 The authorization of the location of any public building (whether used by any department of the city,
1526 county, state or federal government, or any publicly licensed utility) in any district within the city.

1527 **(b) Gravel from Streams**

1528 The authorization of extraction of gravel and sand from a flowing stream within the city.

1529

1530 **Sec. 94-14** **Reserved**

1531 **Sec. 94-15** **Reserved**

1532 **Sec. 94-16** **Reserved**

1533 **Sec. 94-17** **Reserved**

1534 **Sec. 94-18** **Reserved**

1535 **Sec. 94-19** **Reserved**

1536 **Article III ZONE DISTRICTS**

1537 **Sec. 94-20 General Provisions**

1538 This section establishes the zoning districts, and contains basic information pertaining to the districts,
1539 including statements of purpose and dimensional standards.

1540 **(a) Purposes, Residential Districts**

1541 Residential districts are intended to:

1542 **(1) Generally**

1543 a. Provide appropriately located areas for residential development that are consistent
1544 with the Community Plan 2030, and with the public health, safety and general welfare
1545 of the community;

1546 b. Ensure adequate light, air and privacy for all dwelling units;

1547 c. Protect the scale and character of existing residential neighborhoods, and the
1548 community;

1549 d. Discourage any use that would generate traffic or create congestion on neighborhood
1550 streets other than the normal traffic that serves the residents of the district; and

1551 e. Discourage any use that, because of its character or size, would create additional
1552 requirements and costs for public services that are in excess of such requirements
1553 and costs if the district were developed solely for the intended type of residential
1554 uses.

1555 **(2) Applicable Provisions of Community Plan 2030:**

1556 a. LU 2.2 Pace of Growth. Direct development and growth to occur at a pace that is
1557 aligned with the city's ability to provide essential services (fire, police, sewer, water).

1558 b. LU 3.1 Infill & Redevelopment. Encourage the development of vacant property,
1559 redevelopment of underutilized properties and adaptive re-use of existing buildings
1560 before annexing new land.

1561 c. LU 5.1 Zoning Regulations. Create zoning regulations that are flexible but require
1562 enough specificity in development applications to achieve the desired outcome.

1563 d. CC 4.5 Character. Embrace a diversity of residential character and forms while
1564 promoting cohesiveness and livability.

1565 e. CC 4.7 Public Spaces. Provide frequent, connected public spaces in a variety of forms
1566 through Branson neighborhoods.

1567 **(b) Purposes, Mixed-Use Districts**

1568 Mixed-use districts are intended to:

1569 **(1) Generally**

1570 a. Promote higher-density residential development near, and within, downtown
1571 Branson;

1572 b. Concentrate higher-intensity commercial and office employment growth efficiently
1573 in, and around, the downtown and other centers of community activity;

1574 c. Encourage mixed-use redevelopment, conversion, and reuse of aging and
1575 underutilized areas, and increase the efficient use of available commercial land in the
1576 city;

1577 d. Create pedestrian-oriented environments that encourage pedestrian access, bicycle
1578 use and more sustainable land use patterns; and

1579 e. Ensure that the appearance and function of residential and non-residential uses are
1580 of high and unique aesthetic character and quality, and are integrated with one
1581 another and the character of the area in which they are located.

1582 **(2) Applicable Provisions of Community Plan 2030:**

1583 a. LU 3.1 Infill & Redevelopment. Encourage the development of vacant property,
1584 redevelopment of underutilized properties and adaptive re-use of existing buildings
1585 before annexing new land.

1586 b. LU 4.1.2 Provide mixed-use zoning, via a zoning amendment or an overlay district, in
1587 the identified commercial centers to permit vertically mixed-use buildings, compact
1588 development and reduced building setbacks.

1589 c. LU 7.2 Sustainable Development Practices. Encourage the use of sustainable design
1590 and development practices for all new projects.

1591 d. LU 5.2 Mixed-Use Development. Create a regulatory framework to encourage mixed-
1592 use development of compatible uses.

1593 e. H 1.2 Housing Variety. Encourage housing in a variety of forms for all demographics
1594 and socioeconomics in Branson.

1595 f. H 1.3. Housing Attainability. Encourage the creation and expansion of attainable
1596 housing opportunities within the city.

1597 g. CC 4.2. Pedestrian Experience. Promote a safe, efficient, and enjoyable pedestrian
1598 experience through residential neighborhoods.

1599 h. CC 4.4 Compatibility. Promote the compatibility of uses near residential
1600 neighborhoods.

1601 i. CC 4.5 Character. Embrace a diversity of residential character and forms while
1602 promoting cohesiveness and livability.

1603 j. CC 4.7 Public Spaces. Provide frequent, connected public spaces in a variety of forms
1604 through Branson neighborhoods.

1605 **(c) Purposes, Commercial and Industrial Districts**

1606 The commercial and industrial districts are intended to:

1607 **(1) Generally**

1608 a. Help implement the Branson Community Plan 2030 by accommodating a full range of
1609 office, retail, commercial, service and mixed-uses as needed by Branson's residents,
1610 businesses, visitors and workers;

1611 b. Encourage site planning, land use planning and architectural design that create an
1612 interesting, pedestrian-friendly environment where appropriate;

1613 c. Maintain and enhance the city's economic base by providing shopping, entertainment
1614 and employment opportunities close to where people live and work;

1615 d. Preserve, protect and promote employment-generating uses;

1616 e. Create suitable environments for various types of commercial and industrial uses, and
1617 protect them from the adverse effects of incompatible uses;

1618 f. Allow flexibility to encourage redevelopment and positive improvements to existing
1619 businesses;

1620 g. Minimize potential negative impacts of intense non-residential development on
1621 adjacent residential areas; and

1622 h. Provide suitable locations for public and semi-public uses needed to complement
1623 non-residential development.

1624 **(2) Applicable Provisions of Community Plan 2030:**

1625 a. LU 3.1.3 Ensure the design of infill and redevelopment projects is appropriate with
1626 surrounding and adjacent buildings in terms of intensity of use, relationship to the
1627 street and scale. This should apply to residential and all non-residential buildings.

1628 b. LU 3.2.1 Incentivize reinvestment and building rehabilitation of existing commercial
1629 properties public-private partnerships and flexibility on development regulations (i.e.
1630 parking requirements).

c. LU 5.1.3 Amend existing zoning code to provide a finer grain of detail in the commercial zoning category (i.e. tourist commercial, general business, neighborhood commercial, big box commercial, etc.) and to update the allowable and special uses within each new commercial zone.

d. LU 6.1.1 Zone sufficient land for office to meet the projected demand.

e. LU 6.1.2 Ensure future commercially zoned land is compatible with the surrounding land uses. Commercial buildings should positively contribute to the area and its building materials, massing and relationship to the street and sidewalks should reinforce the areas character.

f. LU 6.2.1 Zone sufficient land for industrial and light industrial uses to meet the projected demand.

g. LU 6.2.2 Ensure future industrial zoned land is compatible with the surrounding land uses. Industrial property should be easily accessible by multiple forms of transportation, utility infrastructure and not on environmentally sensitive land.

Sec. 94-21 Applicability

(a) This chapter shall not apply to the existing use of any building which shall have complied with all the laws and ordinances in effect prior to the effective date of the ordinance from which this chapter is derived.

(b) All zoning district regulations shall apply to any establishment of a new use or alteration of a building which is intended to change its use, and to any enlarging of a building for a nonconforming use.

Sec. 94-22 Zoning Districts Established

In order to regulate and restrict the use and improvement of lands, and the location, type, construction and use of building improvements located within the city; to promote the general welfare, public safety and health; and to preserve personal and property rights; all parcels and tracts of land located within the city, together with any and all building improvements located thereon, shall be zoned into one of the following districts:

Table 94-22.1 Zoning Districts

Classification	District		Abbreviation	
Base Districts	Current Code	New Code	Current Code	New Code
Residential Districts	One-Family Dwelling	Low Density Residential	R-1	LDR
	Two-Family Dwelling	Medium Density Residential	R-2	MDR

Table 94-22.1 Zoning Districts

Classification	District		Abbreviation	
Base Districts	Current Code	New Code	Current Code	New Code
	Multiple-Family Dwelling	High Density Residential	R-3	HDR
	Mobile Home Community	(relocated to Sec. 94-48(e) use standards; permitted in HDR)	M-H	n/a
Mixed-Use District	Commercial	Neighborhood Commercial	C	NC
	--	Mixed-Use	--	MU
Commercial Districts	Commercial	Community Commercial	C	CC
	Downtown	Downtown	D	D
	Commercial	Entertainment	C	ENT
Commercial/ Industrial Districts	--	Business	--	BUS
Industrial Districts	Light Industrial	Industrial	M	I
Agriculture and Open Space Districts	Agricultural	Agricultural	A	A
	Wilderness Area	Conservation	WA	CON
Planned Development	Planned Development	Planned Development	PD	PD

Sec. 94-23 Zoning Map

(a) Official Title

The location and boundaries of the zoning districts are established as shown on a map, prepared for that purpose, designated as the Zoning Map. The Zoning Map, along with all of the notations, references and information shown on the map, are incorporated in, and made part of this Code.

1663 **(b) Preparation and Maintenance**

1664 The Planning Commission shall be responsible for the preparation and maintenance of the Zoning
1665 Map, which responsibilities the Planning Commission may assign to city staff.

1666 **(c) Public Inspection**

1667 The Zoning Map shall be available in the planning and development department for inspection and
1668 examination by members of the public at all reasonable times.

1669 **(d) Interpretation**

1670 The district boundaries shown on the Zoning Map are generally along streets, alleys, creeks, property
1671 lines or extensions thereof. The following rules shall apply when determining the location of such
1672 boundaries. Other questions concerning the exact location of boundaries shall be determined by the
1673 planning and development director.

1674 **(1) Approximate Lines**

1675 Boundaries indicated as approximately following centerlines, creek lines, right-of-way lines,
1676 property lines, platted lot lines, or the extension of such lines shall be construed to follow the
1677 same, unless otherwise noted.

1678 **(2) Boundary Interpretation**

1679 Where uncertainty exists with respect to the boundaries of the various districts as shown on
1680 the zoning map, the following rules shall apply:

1681 a. The district boundaries are either streets or alleys unless otherwise shown.

1682 b. Where the boundaries are not otherwise indicated, and where the property has been
1683 or may hereafter be divided into blocks and parcels, the district boundaries shall be
1684 construed to be parcel lines.

1685 **(3) Scaled Distance**

1686 Distances not specifically indicated shall be determined by using the scale of the map.

1687 **(4) Divided Lots**

1688 Where a district boundary divides a platted lot or a tract under single ownership, the entire
1689 lot shall be construed to be within the least restrictive district.

1690 **(e) Vacation**

1691 Whenever any street, alley or public way is vacated by official action of the Board, the zoning districts
1692 adjoining each side of such street, alley or public way shall be automatically extended to the center of

such vacation, and all areas included in this vacation shall then be subject to all regulations of the extended district.

Sec. 94-24 Annexation

Any territory hereafter annexed to the city shall be zoned A until changed as provided in this chapter, unless otherwise indicated in the annexation plan of intent.

Sec. 94-25 Conservation District (CON)

(a) Purpose

The conservation district seeks to protect and preserve natural resources, landscapes and environmentally sensitive areas owned by public entities. Conservation districts may include forests, wetlands, floodplains and unique habitats and landscapes. To preserve access to clean air, pure water, natural recreation areas and scenic natural beauty, conservation districts restrict the subdivision and development of land. Parks, fish, wildlife and nature preserves are permitted in conservation districts, as well as limited forestry and agricultural uses. Conservation districts may also accommodate limited structures and infrastructure to support the preservation and enjoyment of the natural areas within them.

(b) Uses

All uses in the CON district shall conform to Table 94-45.1, Permitted Uses.

(c) Dimensions

Development in the CON district shall conform to the site plan approved for the project.

Sec. 94-26 Agricultural District (A)

(a) Purpose

Agricultural districts maintain agricultural operations and preserve agricultural lands used for crop production or the raising of livestock. In some cases agricultural districts may serve as a "holding zone" for land where future urban development is possible, but not yet appropriate due to the unavailability of urban level facilities and services. Exurban, large-lot residential subdivisions are not appropriate in agricultural districts, and should instead be focused in residential districts where there is adequate infrastructure and services to accommodate them.

(b) Uses

All uses in the A district shall conform to Table 94-45.1, Permitted Uses.

Livestock standards shall conform to this Code.

(c) Dimensions

Development in the A district shall conform to the following dimensional standards:

Structure Type	Lot Size. (min. sq. ft.)	Setbacks (min. ft.) [1]				Max. Height (ft.)
		Front	Side	Abutting Street	Rear	
Detached Residential	40,000	35	25	35	50	35
Civic	40,000	35	25	35	50	35
Accessory	--	Not permitted	Non-livestock: 5 Livestock: 35	Non-livestock: 5 Livestock: 35; All side street on a corner lot: 35	Non-livestock: 5 Livestock: 35	50

Notes: **[1] Livestock must be 75 feet from main family dwelling**

Sec. 94-27 Low Density Residential (LDR)

(a) Purpose

The low density residential district is intended for neighborhoods in the city consisting primarily of single family homes on individual building lots. The low density residential district is the least intense of three residential zoning districts with restrictions on the density and intensity of use to protect and enhance the character of neighborhoods. The average density in this district should not exceed six dwelling units per acre.

Development in low density residential districts should balance development needs with preservation of sensitive environmental features, and encourage clustering of development to preserve open space, take advantage of views, provide access to natural amenities, and minimize infrastructure costs. More compact development may be appropriate to minimize impacts to steep slopes, drainage areas, woodlands, and other valued natural features.

While focused on detached single family homes, the low density residential district is intended to accommodate a variety of housing types, styles and sizes to provide diverse housing options and accommodate the range of age groups, lifestyles and economic levels within the community. The low density residential district also accommodates civic, open space and other limited non-residential uses which are designed to be integrated as part of a complete neighborhood. Low density residential districts should be located and coordinated closely with neighborhood commercial districts that provide convenient local access to shopping, services and amenities.

(b) Uses

All uses in the LDR district shall conform to Table 94-45.1, Permitted Uses.

1745 **(c) Dimensions**

1746 Development in the LDR district shall conform to the following dimensional standards:

Table 94-27.1 LDR Dimensional Standards

Building Types	Lot		Setbacks (min. ft.) [1]				Development Coverage (max.)		Max. Height (ft.)
	Lot Area (min. sq. ft.)	Min. Lot Width (ft.)	Front	Side		Rear	Density (min/max) (du/ac)	FAR	
				Interior	Abutting Street				
Detached Residential	5,000	40	25	5	25	15	0.5-6	--	35
Civic	7,500	40	25	25	25	15	--	0.5	35
Accessory	--	--	Not permit-ted	5[2]	5[2]	5[2]	--	--	35
Notes:	[1] In all locations where building lines, setback lines or yard lines are shown on plats that have been recorded in the office of the recorder of deeds of the county, the minimum setback or front yard shall be as shown on the plat. [2] 15 feet required between primary and accessory structures.								

1747 **Sec. 94-28 Medium Density Residential (MDR)**

1748 **(a) Purpose**

1749 The medium density residential district incorporates housing units at a density of six to twelve
1750 dwelling units per acre, and includes both attached and detached housing structures. The medium density
1751 residential district is intended to accommodate a variety of housing types, styles and sizes at moderate
1752 densities to provide diverse housing options and accommodate the range of age groups, lifestyles and
1753 economic levels within the community. Medium density residential districts also accommodate civic,
1754 open space and other limited non-residential uses that are thoughtfully integrated as part of a complete
1755 neighborhood. Medium density residential districts permit smaller lots, smaller units and more varied
1756 housing configurations than low density residential districts, allowing for more flexible infill development,
1757 and more attainable housing costs for residents. Established neighborhoods around the downtown, and
1758 new neighborhoods adjacent to employment and activity centers, are ideal locations for medium density
1759 residential districts.

1760 **(b) Uses**

1761 All uses in the MDR district shall conform to Table 94-45.1, Permitted Uses.

1762 **(c) Dimensions**

1763 Development in the MDR district shall conform to the following dimensional standards:

Table 94-28.1 MDR Dimensional Standards

Building Types	Lot		Setbacks (min. ft.) [1]				Development Coverage (max.)		Max. Height (ft.)
				Side					
	Lot Area (min. sq. ft.)	Min. Lot Width (ft.)	Front	Interior	Abutting Street	Rear [2]	Density (min./max.)	FAR	
Detached Residential	5,000	30	15	5	15	15	6/12	--	35
Two Unit	6,000; 3,000/ unit	36	15	5	15	15	6/12	--	35
Attached	2,200	21/unit	15	5	15	15	6/12; 3 unit min.	--	35
Civic	7,500	--	15	15	15	15	--	0.5	35
Accessory	--	--	Not permit-ted	5[3]	5[3]	5[3]	--	--	35
Notes:	[1] In all locations where building lines, setback lines or yard lines are shown on plats that have been recorded in the office of the recorder of deeds of the county, the minimum setback or front yard shall be as shown on the plat. [2] If more than one building is constructed on a corner parcel, there shall not be less than 20 feet between the front and rear building. [3] 15 feet required between primary and accessory structures.								

Sec. 94-29 High Density Residential (HDR)

(a) Purpose

The high density residential district is the most dense and intense of the city's residential zoning districts, generally consisting of densities of greater than twelve units per acre. High density districts feature a carefully integrated mixture of housing of various styles, sizes and densities, but are oriented more toward attached multifamily development than detached single-family units. Limited commercial, service and community uses are also permitted. High density residential districts should be located in close proximity to commercial or employment zoning districts, and connected with a street network, transit, pedestrian and bicycle facilities that link residents to employment and activity centers. New high density residential development projects should include design review to ensure that these projects adequately serve resident needs, provide desired amenities and support the city's high quality of life.

(b) Uses

All uses in the HDR district shall conform to Table 94-45.1, Permitted Uses.

(c) Dimensions

Development in the HDR district shall conform to the following dimensional standards:

Table 94-29.1 HDR Dimensional Standards

Building Types	Lot		Setbacks (min. ft.) [1]				Development Coverage (max.)		Max. Height (ft.)
	Lot Area (min. sq. ft.)	Min. Lot Width (ft.)	Front	Side: Interior	Side: Abutting Street	Rear [2]	Density (min/max)	FAR	
Detached Residential	3,000	30	15	5	15	10	8/16	--	35
Two Unit	5,000; 2,5000/ unit	36	15	5	15	10	12/24	--	35; 50 if stacked
Attached	2,200	21/unit	15	5	15	10	12/24; 3 unit min.	--	35; 50 if stacked
Multi-Unit	4,000	--	15	5	15	10	12/24	--	75
Civic	7,500	--	15	15	15	15	--	0.5	50
Accessory	--	--	Not permit-ted	5[3]	5[3]	5[3]	--	--	35
Notes:	[1] In all locations where building lines, setback lines or yard lines are shown on plats that have been recorded in the office of the recorder of deeds of the county, the minimum setback or front yard shall be as shown on the plat. [2] If more than one building is constructed on a corner parcel, there shall not be less than 20 feet between the front and rear building. [3] 15 feet required between primary and accessory structures.								

Sec. 94-30 Neighborhood Commercial (NC)

(a) Purpose

Neighborhood commercial districts provide needed services, amenities and community spaces to surrounding neighborhoods. Neighborhood commercial districts are characterized by small scale retail and service uses that may include mixed-use or attached housing development. They are compact, pedestrian-friendly developments that have good connections to the surrounding neighborhoods. Geared toward the convenience needs of immediately surrounding residents, neighborhood commercial districts should be located within a five to ten minute walk of residential neighborhoods. Neighborhood commercial districts are sometimes anchored by a small grocery store, specialty market or pharmacy. Other supporting uses should match the scale and intensity of the neighborhood setting, and may include small offices, restaurants or other convenience-oriented retail and services.

Neighborhood commercial districts may be developed as a discrete commercial center, or function as infill development within, or adjacent to, neighborhoods. Neighborhood commercial development should focus on pedestrian-friendly design that connects the business and amenities to their residential neighborhoods. Neighborhood commercial districts are often located near, or centered on, a civic space that defines the area, and provides a focal point for community gathering.

1795 **(b) Uses**

1796 All uses in the NC district shall conform to Table 94-45.1, Permitted Uses.

1797 Residential uses are encouraged in the development, but are not permitted on the ground floor of a
1798 vertical mixed-use structure.

1799 **(c) Dimensions**

1800 Development in the NC district shall conform to the following dimensional standards:

Table 94-30.1 NC Dimensional Standards

Building Types	Lot		Setbacks (ft.) [1]				Development Coverage (max.)		Max. Height (ft.)
	Lot Area (min. sq. ft.)	Max Lot Coverage (%)	Front (max.)	Side (min.) Interior	Side (min.) Abutting Street	Rear (min.)	Density (min/max)	FAR	
Attached House	2,200	70	15	0	15	10	8/16	--	35
Multi-Unit Dwelling	4,000	70	15	0	15	10	12/24	--	75
Live-Work [2]	5,000	70	15	0	15	10	--	1.0	50
Commercial (up to 7,000 sq. ft. total)	[3]	70	0	0	15	10	--	1.0	50
Mixed-Use	[3]	70	0	0	15	10	--	1.0	50
Office	[3]	70	0	0	15	10	--	1.0	50
Civic	[3]	70	0	0	15	10	--	1.0	50
Accessory, Residential and Civic Only	--	--	Not permit-ted	5[3]	5[3]	5[3]	--	--	35
Notes:	[1] NC abutting residential shall match the side yard setbacks of the residential district and provide a 20-foot rear yard setback. [2] Standards for new construction, the city may permit conversion of existing structures that do not meet these dimensional standards. [3] Must meet structure size and setbacks.								

1801 Floor-to-Ceiling Heights and Floor Area of Ground Floor Space

1802 (1) All commercial floor space provided on a ground floor of a mixed-use building must have
1803 a minimum floor-to-ceiling height of 11 feet.

1804 (2) All commercial floor space provided on the ground floor of a mixed-use building must
1805 contain the following minimum floor area:

1806 a. At least 800 sq. ft. or 25% of the buildable lot area, whichever is greater, on lots with
1807 street frontage of less than 50 feet; or

1808 b. At least 20% of the buildable lot area on lots with 50 feet or more of street frontage.

Parking for mixed-use and non-residential structures shall be located within either side or rear yard.

Sec. 94-31 Mixed-Use (MU)

(a) Purpose

Mixed use districts are intended as dense, diverse, walkable areas that facilitate residential, commercial, employment and recreation uses in a single location. Mixed use districts should incorporate a variety of complementary uses that are mutually supportive and integrated into the community. The density and precise mix of uses in the mixed use district may vary, but these districts should always be located in, or adjacent to key centers of activity. Successful mixed use districts require an active and inviting public realm, and safe and inviting pedestrian amenities. Design of public and private components is critical in mixed use districts to ensure that the concentrated mix of uses and activities functions efficiently and creates an active, inviting environment. Common mixed use development configurations include active uses such as retail, restaurants and services at the street level, with residential or office space above.

(b) Uses

All uses in the MU district shall conform to Table 94-45.1, Permitted Uses.

In the mixed-use district, a mix of uses – either within a single building or on a development site – shall be provided unless it can be demonstrated that adjacent properties provide, or will provide a complementary diversity of uses. The uses of adjacent properties can be established through one of the following: (1) existing uses, (2) approved site plan for development, or (3) approved area or neighborhood plan.

(c) Dimensions

Development in the MU district shall conform to the following dimensional standards:

Table 94-31.1 MU Dimensional Standards

Building Types	Lot		Setbacks (min. ft.) [1]				Development Coverage (max.)		Max. Height (ft.)
	Lot Area (min. sq. ft.)	Max Lot Coverage (%)	Front	Side: Interior	Side: Abutting Street	Rear	Density (min/max)	FAR	
Multi-Unit Dwelling	4,000	70	15	0	0	10	12/24	--	75
Live-Work [2]	5,000	70	15	0	15	10	--	1.0	50
Mixed-Use (up to 60,000 sq. ft.)	[3]	70	0	0	0	10	--	1.0	[4]
Office	[3]	70	0	0	0	10	--	1.0	[4]
Civic	[3]	70	0	0	0	10	--	1.0	[4]

Notes:
[1] MU abutting residential shall match the side yard setbacks of the residential district and provide a 20-foot rear yard setback.
[2] Standards for new construction, the city may permit conversion of existing structures that do not meet these dimensional standards.

Table 94-31.1 MU Dimensional Standards

Building Types	Lot		Setbacks (min. ft.) [1]				Development Coverage (max.)		Max. Height (ft.)
	Lot Area (min. sq. ft.)	Max. Lot Coverage (%)	Front	Side		Rear	Density (min/max)	FAR	
				Interior	Abutting Street				

[3] Must meet structure size and setbacks.
[4] Maximum heights: (a) fronting arterial street: 75 ft, (b) fronting local or collector street: 50 ft, (c) fronting or adjacent to residential: 35 ft.

Floor-to-Ceiling Heights and Floor Area of Ground Floor Space

(1) All commercial floor space provided on a ground floor of a mixed-use building must have a minimum floor-to-ceiling height of 11 feet.

(2) All commercial floor space provided on the ground floor of a mixed-use building must contain the following minimum floor area:

a. At least 800 sq. ft. or 25% of the buildable lot area, whichever is greater, on lots with street frontage of less than 50 feet; or

b. At least 20% of the buildable lot area on lots with 50 feet or more of street frontage.

Parking for mixed-use and non-residential structures shall be located within either the side or rear yard.

Sec. 94-32 Community Commercial (CC)

(a) Purpose

Community commercial districts provide a diversity of retail, service, office, finance and related business uses to serve the needs of community residents and the larger region. In the community commercial district, the size of buildings are larger, and the intensity and density of uses are greater than in neighborhood commercial districts. Community commercial districts should be concentrated at major activity centers, along high traffic transportation corridors and are ideally served by transit.

Because community commercial districts support multiple neighborhoods, they may include larger-scale tenants, including hardware stores, apparel, sporting goods and other larger-format retailers. Community commercial districts also accommodate a wide range of commercial uses, including auto-oriented uses. However, the community commercial district enables commercial activity centers and corridors to transform over time into more dense, diverse, and walkable places that incorporate other types of uses.

Community commercial districts should be supported and surrounded by adjacent multifamily and mixed use development that capitalize on the proximity to services, and provide a transition to lower density residential neighborhoods.

1854 **(b) Uses**

1855 All uses in the CC district shall conform to Table 94-45.1, Permitted Uses.

1856 **(c) Dimensions**

1857 Development in the CC district shall conform to the following dimensional standards:

Table 94-32.1 CC Dimensional Standards

Building Types	Lot Area (min. sq. ft.)	Setbacks (min. ft.)				FAR/Max. Building Size	Max. Height (ft.)
		Front	Interior	Abutting Street	Rear		
Multi-Unit Dwelling	4,000	0	0	0	10	Min/Max Density: 12-24 du/ac	75
Comm.	7,500	25	5	20	10	2.0:1	100 [1]
Office	7,500	25	5	20	10	2.0:1	100 [1]
Civic	7,500	25	5	20	10	2.0:1	100 [1]
Notes:	[1] Every building in excess of 50 feet high shall provide an additional one foot of side, rear and front setback for each additional two feet in height above 50 feet.						

1858 **Sec. 94-33 Downtown (D)**

1859 **(a) Purpose**

1860 The Downtown district is intended to maintain and enhance the city's downtown as a thriving and
1861 charming mixed-use activity center. In the Downtown district, the historic character should be protected
1862 and celebrated while providing flexibility for new investment and development that complements the
1863 character of the downtown and adjacent neighborhoods. In the Downtown district, pedestrian-oriented
1864 streets support the vitality of ground level retail, and enhance the quality of life for downtown residents,
1865 visitors and workers. Specially adapted standards for building facades, ground floor uses, infill
1866 construction, parking and other conditions unique to the Downtown area ensure the district remains
1867 active, inviting, and functional.

1868 **(b) Uses**

1869 All uses in the D district shall conform to Table 94-45.1, Permitted Uses.

1870 **(c) Dimensions**

1871 Development in the D district shall conform to the following dimensional standards:

Table 94-33.1 D Dimensional Standards

Building Types	Lot		Setbacks (min. ft.) [1]				Development Coverage (max.)		Max. Height (ft.)
	Lot Area (min. sq. ft.)	Max Lot Coverage (%)	Front	Interior	Abutting Street	Rear [2]	Density (min du/ac)	FAR	
Live-Work [3]	5,000	70	15	0	15	10 [6]	--	2.0	50
Commercial	[5]	70	0	0	0	10 [6]	--	2.0	75
Office	[5]	70	0	0	0	10 [6]	--	2.0	75
Civic [4]	[5]	70	0	0	0	10 [6]	--	2.0	75

Notes:

[1] D abutting residential shall match the side yard setbacks of the residential district and provide a 20-foot rear yard setback.
[2] If more than one building is constructed on a corner parcel, there shall not be less than 20 feet between the front and rear building and the rear yard of the rear building shall not be less than 20 feet.
[3] Standards for new construction; the city may permit conversion of existing structures that do not meet these dimensional standards.
[4] Special use/civic use side yard setback is 25 feet. The side yard of a commercial parcel adjoining a residential district shall be no less than five feet. If a side road is provided for a commercial building, it shall be no less than ten feet wide.
[5] Must meet structure size and setbacks.
[6] Rear yard adjoining residential shall be 10 feet. If an alley is provided for a non-residential building, the rear yard setback shall be no less than ten feet from the alley.

Sec. 94-34 Entertainment (ENT)

(a) Purpose

The entertainment district is intended to protect and enhance the city's primary entertainment corridor as a major visitor destination, key economic driver and important gateway into the community. The entertainment district encompasses a wide range of entertainment uses including theaters, museums, rides and other attractions. Lodging and retail uses are also major components of the entertainment district. Standards in the entertainment district are focused on enhancing the visitor experience and function of the corridor. The entertainment district supports high quality development and public realm improvements that enhance the visitor experience and function of the corridor. The entertainment district is also specially tailored to support the eclectic character and dynamic creativity that is the hallmark of Branson's entertainment.

(b) Uses

All uses in the ENT district shall conform to Table 94-45.1, Permitted Uses.

(c) Dimensions

Development in the ENT district shall conform to the following dimensional standards:

Table 94-34.1 ENT Dimensional Standards

Building Types	Lot		Setbacks (min. ft.) [1a + 1b]				Development Coverage (max.)	Max. Height (ft.)
	Lot Area (min. sq. ft.)	Max Lot Coverage (%)	Front	Interior	Abutting Street	Rear [2]	FAR	
Commercial	[5]	70	0	0	0	10 [6]	2.0	75
Civic [4]	[5]	70	0	0	0	10 [6]	2.0	75
Theater	[5]	70	0	0	0	10 [6]	As approved by site plan, not to exceed 5.0	100
Amusement	[5]	70	0	0	0	10 [6]		100 [7]
Lodging	[5]	70	0	0	0	10 [6]		100

Notes:

[1a] ENT abutting residential shall match the side yard setbacks of the residential district and provide a 20-foot rear yard setback.
[1b] Properties adjacent to the 76 Promenade shall comply with the requirements of the Joint Use Easement Agreement.
[2] If more than one building is constructed on a corner parcel, there shall not be less than 20 feet between the front and rear building and the rear yard of the rear building shall not be less than 20 feet.
[3] Standards for new construction; the city may permit conversion of existing structures that do not meet these dimensional standards.
[4] Special use/civic use side yard setback is 25 feet. The side yard of a commercial parcel adjoining a residential district shall be no less than five feet. If a side road is provided for a commercial building, it shall be no less than ten feet wide.
[5] Must meet structure size and setbacks.
[6] Rear yard adjoining residential shall be 10 feet. If an alley is provided for a non-residential building, the rear yard setback shall be no less than ten feet from the alley.
[7] Height limit may be increased to 200 feet for entertainment structures and features that are at least 50% transparent with Planning Commission approval of site plan.

Sec. 94-35 Business (BUS)

(a) Purpose

Business districts accommodate a variety of office and light industrial uses that are not ideally located in retail-focused commercial districts. Business districts include free standing office buildings, office parks, medical facilities and multi-tenant professional offices. Business districts may also include research or other light industrial uses where these uses are compatible with, or accessory to, office and professional uses in the area. Light assembly or manufacturing may be appropriate where high-quality planned developments integrate a mix of office and light industrial uses. In business districts, complementary retail and services should be limited in scale and carefully integrated with surrounding business uses.

(b) Uses

All uses in the BUS district shall conform to Table 94-45.1, Permitted Uses.

1898 **(c) Dimensions**

1899 Development in the BUS district shall conform to the following dimensional standards:

Table 94-35.1 BUS Dimensional Standards

Building Types	Building Size (max. sq. ft.)	Lot Area (min. sq. ft.)	Setbacks (min. ft.)				Lot Coverage (max, %)	Max Height (ft.)
			Front [1]	Interior [2]	Abutting Street	Rear		
Office Flex	n/a	n/a	25	5	20	10	60	40
	Notes:	[1] Where all the frontage on one side of the street between two intersecting streets is located in the BUS District, no front yard shall be required. Where the frontage on one side of the street between two intersections is located partly in the BUS district and partly in any residential district, the front yard requirements shall be the same as those in the residential district. [2] BUS adjoining residential shall provide a 10-foot side yard setback.						

1900 **Sec. 94-36 Industrial (I)**

1901 **(a) Purpose**

1902 Industrial districts are intended for more intensive industrial uses including manufacturing, assembly
1903 and large-scale distribution. Research, warehousing and other light industrial uses are also appropriate in
1904 industrial districts. In industrial districts, complementary retail and service uses should be limited in scale
1905 and carefully integrated with surrounding industrial uses.

1906 **(b) Uses**

1907 All uses in the I district shall conform to Table 94-45.1, Permitted Uses.

1908 **(c) Dimensions**

1909 Development in the I district shall conform to the following dimensional standards:

Table 94-36.1 I Dimensional Standards

Building Types	Building Size (max, sq. ft.)	Lot Area (min. sq. ft.)	Setbacks (min. ft.)				Lot Coverage (max, %)	Max Height (ft.)
			Front [1]	Interior [2]	Abutting Street	Rear		
Industrial	n/a	n/a	25	5	20	10	60	40
	Notes:	[1] Where all the frontage on one side of the street between two intersecting streets is located in the I District, no front yard shall be required. Where the frontage on one side of the street between two intersections is located partly in the I district and partly in any residential district, the front yard requirements shall be the same as those in the residential district. [2] I adjoining residential shall provide a 10-foot side yard setback.						

929

Sec. 94-37 Building Types

This section describes the building types regulated by this Code. Graphics are illustrative only.

(a) Applicability

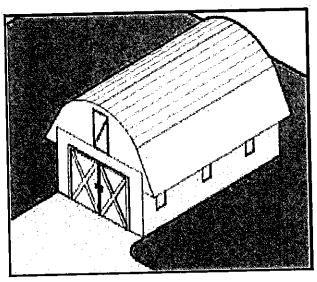
The following building types are appropriate in the following districts:

Table 94-37.1: Building Types by Zone District

	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I
Agricultural		●										
Detached House		●	●	●								
Two Unit House				●	●							
Attached House				●	●	●						
Multi-Unit					●	●	●	●				
Live/Work						●		●	●	●		
Commercial						●	●	●	●	●		
Mixed-Use						●		●				
Office and Flex						●	●	●	●	●	●	
Industrial												●
Civic		●	●	●	●	●	●	●	●	●		

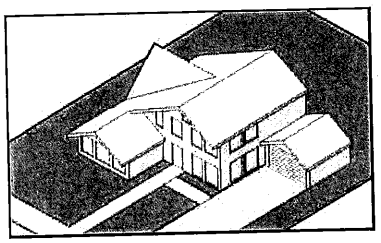
(b) Building Type Descriptions

(1) Agricultural Structure



A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying or raising of agricultural commodities, including the raising of livestock.

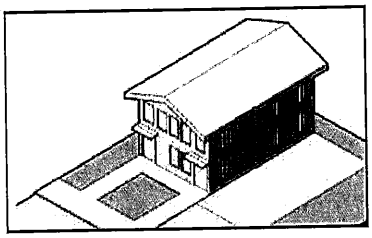
(2) Detached Residential



A building, other than a manufactured home or mobile home, designed for residential purposes having suitable accommodations for only one family.

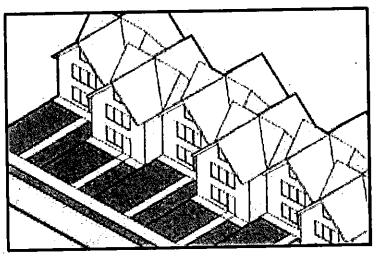
(3) Two Unit House or Duplex

A building that contains two primary dwelling units with separate external entrances.



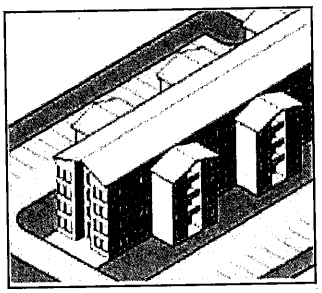
(4) Attached House or Townhouse

A building that contains a dwelling unit located on its own lot that shares a wall on one or both sides with a neighboring dwelling.



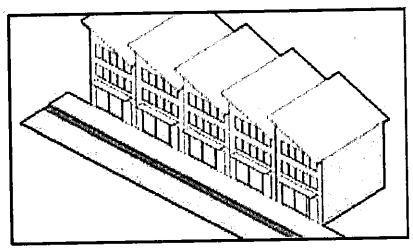
(5) Multi-Unit Building

A building that contains three or more dwelling units that share common walls or floor/ceilings with one or more units, and where the lot is held in a single ownership.



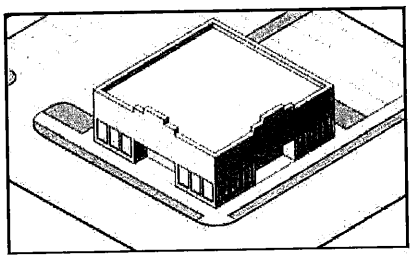
(6) Live/Work Building

A building that contains a single unit (e.g., studio, loft, or one bedroom) consisting of both a commercial/office and a residential component.

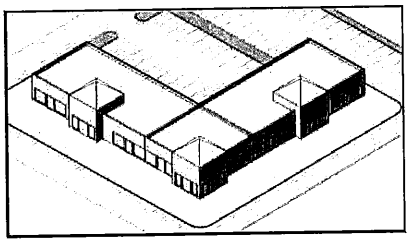


(7) Commercial Building

A building designed for a single tenant with a commercial use. Depending on the zone district, the scale of the structure can vary from a few thousand square feet (e.g., a coffee shop) to several hundred thousand square feet (e.g., a department store). A single tenant commercial building may be developed as a stand-alone structure, or be incorporated into a larger commercial center.

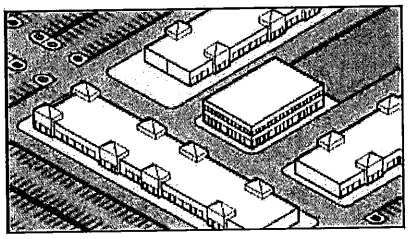


(8) Neighborhood Commercial Center



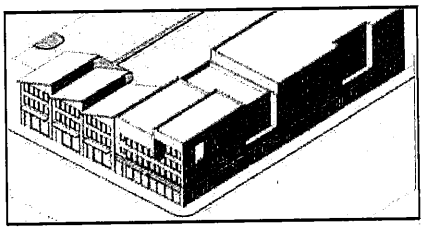
A multi-tenant building, or buildings, designed to accommodate a mix of convenience-oriented retail uses and services. Intended to support and integrate with neighborhoods, neighborhood commercial centers have a modest, pedestrian-oriented scale, and typically do not exceed 150,000 square feet in total. Neighborhood commercial centers may contain a small anchor such as a pharmacy or small grocery.

(9) Community Commercial Center



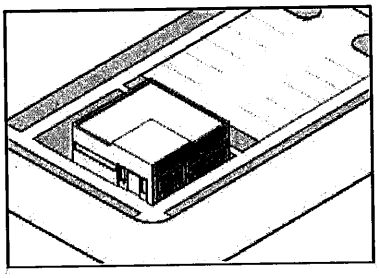
A building, or buildings, designed to provide a vertical or horizontal mix of uses with ground floor commercial, service or retail, and upper-floor commercial or service. Depending on the zone district, total square footage ranges from 100,000 square feet to 300,000 square feet.

(10) Mixed-Use Center



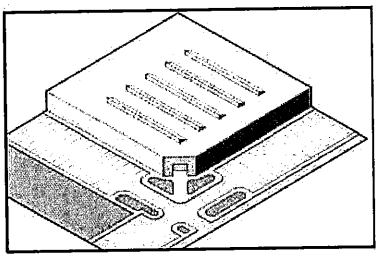
A building designed to provide a vertical mix of uses with ground floor commercial, service or retail, and upper-floor commercial, service or residential.

(11) Office and Flex Office



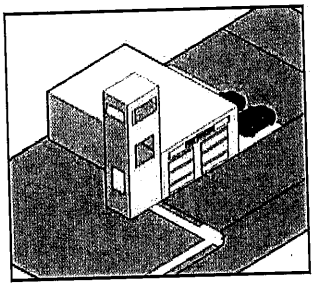
A building designed for office use that may be occupied by one or more tenants for business uses which may include accessory retail uses. May also include flex office that is a building designed to provide a vertical or horizontal mix of uses with ground-floor office or retail.

(12) Industrial



A building designed for industrial use including manufacturing, warehousing and office.

(13) **Civic**



A building designed to house public, civic or institutional uses.

Sec. 94-38 Use Specific Dimensional Standards

(a) Patio Homes

Patio homes shall meet the following dimensional standards:

(1) **Front Yard**

a. The minimum front yard setback shall be 25 feet.

b. No accessory buildings shall be located in front yards.

(2) **Side Yard**

a. There shall be a side yard on each side of the structures of no less than five feet in width.

b. For corner parcels, there shall be a setback of 15 feet along street frontage.

c. No accessory buildings shall be located in the side yards.

(3) **Rear Yard**

a. There shall be a rear yard having a depth of not less than 25 feet.

b. Accessory buildings shall not be less than five feet from any rear parcel line, and there shall be a minimum of 15 feet between structures.

(4) **Lot Area**

The parcel area for a zero parcel line patio home shall be no less than 4,000 square feet.

(b) Use-Specific Height Exceptions

The height standards established in the zone districts do not apply to the following:

(1) Spires, towers, and belfries;

(2) Flagpoles; and

(3) Flues.

2021	**Sec. 94-39**	**Reserved**
2022	**Sec. 94-40**	**Reserved**
2023	**Sec. 94-41**	**Reserved**
2024	**Sec. 94-42**	**Reserved**
2025	**Sec. 94-43**	**Reserved**
2026	**Sec. 94-44**	**Reserved**

2027 **Article IV USES**

2028 **Sec. 94-45 Table of Permitted Uses**

2029 **(a) Purpose**

2030 Table 94-45.1 lists the uses allowed within all base zoning districts. All uses are defined in this chapter
2031 as well as additional standards for specific uses. Approval of a use listed in Table 94-45.1 and compliance
2032 with the applicable use-specific standards for that use authorizes that use only. Development or use of a
2033 property for any other use not specifically allowed as a permitted or as a special use in Table 94-45.1 is
2034 prohibited unless the use is classified by the planning and development director pursuant to Section 94-
2035 45(e), below.

2036 **(b) Explanation of Table Abbreviations**

2037 **(1) Permitted By-Right Uses**

2038 /P/ in a cell indicates that the use is permitted by right in the zone district. Permitted uses
2039 are subject to all other applicable regulations of this Code, including the use-specific standards
2040 in this chapter.

2041 **(2) Special Uses**

2042 /S/ in a cell indicates that the use is allowed in the zone district only if reviewed and approved
2043 as a special use in accordance with the procedures of this chapter. Special uses are subject
2044 to all other applicable regulations of this Code, including the use-specific standards in this
2045 chapter.

2046 **(3) Prohibited Uses**

2047 A blank cell indicates that the use is prohibited in the zone district.

2048 **(c) Use-Specific Standards**

2049 Regardless of whether a use is allowed by right, or as a special use, there may be additional standards
2050 that are applicable to the use. The existence of these use-specific standards is noted through a cross-
2051 reference in the last column of the Table 94-45.1. Cross-references refer to the Use-Specific Standards in
2052 this chapter and they apply in all districts unless otherwise specified.

2053 **(d) Table Organization**

2054 In Table 94-45.1, land uses and activities are classified into general "use categories" and specific "use
2055 types" based on common functional, product or physical characteristics such as the type and amount of
2056 activity, the type of customers or residents, how goods or services are sold or delivered, and site
2057 conditions. This classification provides a systematic basis for assigning present and future land uses into
2058 appropriate zoning districts. This classification does not list every use or activity that may appropriately
2059 exist within each category, and specific uses may be listed in one category when they may reasonably

have been listed in one or more other categories. The use categories are intended merely as an indexing tool, and are not regulatory.

(e) Classification of New and Unlisted Uses

The city recognizes that new types of land use will develop, and forms of land use not anticipated in this Code may seek to locate in the city. When application is made for a use category, or use type that is not specifically listed in Table 94-45.1, the planning and development director shall make a determination as to the appropriate classification of any new or unlisted form of land use in the following manner:

(1) The planning and development director is authorized to classify uses on the basis of the use category, subcategory and specific use type descriptions of this chapter.

(2) When a use cannot be reasonably classified into a use category, subcategory or specific use type, or appears to fit into multiple categories, subcategories or specific use types, the planning and development director is authorized to determine the most similar, and thus most appropriate use category, subcategory or specific use type based on the actual or projected characteristics of the principal use or activity in relationship to the use category, subcategory and specific use type descriptions provided in this section. In making such determinations, the planning and development director must consider:

a. The types of activities that will occur in conjunction with the use;

b. The types of equipment and processes to be used;

c. The existence, number and frequency of residents, customers or employees;

d. Parking demands associated with the use; and

e. Other factors deemed relevant to a use determination.

(3) If a use can reasonably be classified in multiple categories, subcategories or specific use types, the planning and development director must categorize the use in the category, subcategory or specific use type that provides the most exact, narrowest and appropriate fit.

(4) If the planning and development director is unable to determine the appropriate use category for a proposed use, the planning and development director is authorized to submit the request to the Planning Commission for review and determination. The planning and development director shall hold permits and certificates for occupancy of the proposed use pending Planning Commission determination.

Table 94-45.1 Permitted Uses

Use Category / Specific Use Type	Ag/Residential					Mixed-Use | Non-Residential							Supplemental Use Standards
	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I	Note: This reference is to use-specific standards only, other code requirements may apply
Residential													
Household Living													
Dwelling													
Single-Family, Detached		P	P	P	P	P							
Single-Family, Attached (3 or more units)				P	P	P		P					
Single-Family, Duplex			P	P	P	P							
Single-Family, Patio Home				P	P	P							94-38(a)
Multi-Family					P	P	P	P	P				
Home Occupation		P	P	P	P	P							94-46(b)(1), 94-47(a)(1)
Live/Work						P	P	P	P	P			94-46(b)(2)
Loft						P		P	P				
Manufactured Homes			P	P	P								94-47(a)(2)
Modular Housing		S	S	S	S								
Mobile Home Community					S								94-47(a)(3)
Group Living													
Congregate Living Facility/Senior Housing					P	P	P	P					94-46(b)(3)
Group Home			P										94-46(b)(4)
Nursing, Convalescent, and Rest Home					P	P	P	P					
Shelter Care Facility						S	P						94-46(b)(5)
Civic and Institutional													
Community Services													
Cemetery and Mausoleum		S	S	S	S	S	S		S				
Funeral Home/Parlor							P						
Civic, Social, and Fraternal Organizations						P	P	P					
Community Center	S					P	P	P	P				
Cultural Institutions	S					P	P	P	P	P			94-46(c)(1)

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Table 94-45.1 Permitted Uses

Use Category / Specific Use Type	Ag/Residential					Mixed-Use | Non-Residential							Supplemental Use Standards
	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I	Note: This reference is to use-specific standards only, other code requirements may apply
Government Offices and Facilities	P					P	P	P	P	P	P	P	94-13(a)
Public Service Facilities						P	P	P			P	P	94-46(c)(2)
Religious Assembly			S	S	S	P	P	P	P	P			94-46(c)(3)
Day Care Facilities													
Family Day Care Home			S	S	S	P		P					94-46(c)(4)
Group Day Care Home						P	P	P			P		94-46(c)(5)
Child Care Center						P	P	P			P		94-46(c)(5)
Educational Facilities													
School, Primary or Secondary, Public or Private			S	S	S	P	P	P					94-46(c)(6)
School, Vocational-Technical and Trade		S					P	P			P		94-46(c)(6)
University or College		S					P	P			P		94-46(c)(6)
Health Care Facilities													
Alcohol and Drug Abuse Treatment Facility						S	S						
Hospital							P	P					94-46(c)(7)
Medical and Dental Offices and Clinics						P	P	P	P		P		
Urgent Care Facility							P	P					
Parks and Open Space													
Athletic Area			S	S	S	S	P	P		P			
Community Garden		P	P	P	P	P		P		P			94-46(c)(8), 94-48(e)(2)
Park and Playground	S	S	S	S	S	S	S	S	S	S	S	S	
Recreation Areas and Facilities	S	S	S	S	S	S	S	S	S	S	S	S	
Transportation													
Airport and Passenger Terminal		S					S				S	P	
Park and Ride Lot					S	S	S	S	S	S	P	P	
Bus Garage and Equipment Maintenance											P	P	
Bus Terminal							P	P	P	P	P	P	

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Table 94-45.1 Permitted Uses

Use Category / Specific Use Type	Ag/Residential					Mixed-Use | Non-Residential							Supplemental Use Standards
	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I	Note: This reference is to use-specific standards only, other code requirements may apply
Utility													
Utility													
Major Facilities/Service Yard		S					S				S	P	
Minor Facilities/Office		S	S	S	S	S	P	P	P		P	P	
Wireless Communication Facility													
Antenna and Antenna Support Structure		S					S	S	S	S	P	P	
Telecommunications Tower and Facility		S					S				S	S	
Commercial													
Animal Sales and Service													
Pet Grooming						P	P	P	P				
Pet Shop						P	P	P	P	P			
Kennel		P					P						94-46(d)(1)
Shelter		S					S						94-46(d)(1)
Stables	S	S											94-46(d)(1)
Veterinary Services													
Indoor Only						P	P	P					
With Outdoor Facilities		P											94-46(d)(1)
Office													
Business and Professional Office						P	P	P	P		P	P	
Recreation and Entertainment, Outdoor													
Amusement Park or Theme Park							S		S	P			
Recreation and Entertainment, Outdoor							S	S	S	P			
Marina													
Private	S	S					S	S	S				
Public	S	S					S	S	S				
Recreation and Entertainment, Indoor													

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Table 94-45.1 Permitted Uses

Use Category / Specific Use Type	Ag/Residential					Mixed-Use | Non-Residential							Supplemental Use Standards
	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I	Note: This reference is to use-specific standards only, other code requirements may apply
Amusement Parlor/Arcade							P	P	P	P			94-46(d)(2), 94-48(e)(1)
Fortune Telling									P	P			
Recreation and Entertainment, Indoor							P	P	P	P			
Theater							P	P	P	P			94-46(d)(3)
Commercial Services													
Commercial Services, General						P	P	P	P	P	P		
Eating and Drinking													
Brewery, Distillery or Winery							P	P	P	P	P	P	94-48(e)(3)
Food Truck Court							S	S	S	S	S		94-47(b)(1)
Microbrewery							P	P	P	P	P	P	94-48(e)(3)
Restaurant						P	P	P	P	P	P	P	94-48(e)(3)
With Drive-Thru							P	P	P	P	P		94-54(j)
Financial Services													
Alternative Financial Services							P						94-46(d)(4)
Automated Teller Machine						P	P	P	P	P	P		94-46(d)(5), 94-54(j)
Financial Institution						P	P	P	P	P	P		94-46(d)(6)
With drive-thru							P	P			P		94-54(j)
Off-Premises Contacts (OPC)							P	P	P	P			94-46(d)(7), 94-48(e)(4)
Adult Entertainment									S				94-47(b)(2)
Retail Sales													
Retail, General						P	P	P	P	P	P		94-46 (d)(8)
With drive-thru							P	P	P	P	P		94-46 (d)(8), 94-54(j)
Drug-store or Pharmacy						P	P	P	P	P	P		94-46 (d)(8)
With drive-thru							P	P	P	P	P		94-46 (d)(8), 94-54(j)
Home Supply and Lumberyard							P				P	P	94-46 (d)(8), 94-47(c)(1)
Plant Nursery and Greenhouse		P				P	P				P	P	94-46 (d)(8), 94-47(c)(1)
Thrift Store						P	P	P	P				94-46 (d)(8), 94-46(d)(9)
Personal Services													

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Table 94-45.1 Permitted Uses

Use Category / Specific Use Type	Ag/Residential					Mixed-Use | Non-Residential							Supplemental Use Standards
	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I	Note: This reference is to use-specific standards only, other code requirements may apply
Barber[shop], Beauty Shop, Spa						P	P	P	P	P	P		
Dry Cleaner/Laundromat/ Laundry Service Station						P	P	P	P		P	P	
With drive-thru							P	P			P	P	94-54(j)
Massage Establishment						P	P	P	P	P			
Studio – Art, Fitness, Music, Dance						P	P	P	P	P	P		
Tattoo Parlor							P	P		P			
Lodging Establishment													
Bed and Breakfast Inn					P	P	P	P	P	P			
Campground & Vehicle Park	S	S					S		S	S			
Hotel and Motel							P	P	P	P	P		94-46(d)(10)
Timeshare Unit							P	P		P			94-46(d)(10)
Vehicles and Equipment													
Car Wash							P				P	P	94-46(e)(1)
Commercial Vehicles													
Rental Services							P				P	P	94-46(e)(2)
Repair Services							P				P	P	94-46(e)(3)
Sales							P				P	P	94-46(e)(2)
Personal Vehicles													
Rental Services							P				P	P	94-46(e)(2)
Repair Services							P				P	P	94-46(e)(3)
Sales							P				P	P	94-46(e)(2)
Commercial Parking							P	P	P	P	P		
Service Stations							P	P		P	P	P	94-46(e)(4)
Accessory Car Wash							P	P		P	P	P	94-46(e)(5)
Electric Vehicle Charging Station	P	P	P	P	P	P	P	P	P	P	P	P	94-46(e)(6)

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Table 94-45.1 Permitted Uses

Use Category / Specific Use Type	Ag/Residential					Mixed-Use | Non-Residential							Supplemental Use Standards
	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I	Note: This reference is to use-specific standards only, other code requirements may apply
Truck Stop												P	94-46(e)(7)
Industrial													
Industrial Services													
Building Maintenance, Sales and Service											P	P	94-46(f)(1)
Construction Contractor											P	P	94-46(f)(1), 94-47(c)(1)
Data Center											P	P	94-46(f)(1)
Digital Production											P	P	94-46(f)(1)
Medical and Research Laboratory											P	P	94-46(f)(1), 94-46(f)(2)
Wrecker Service												P	94-46(f)(1), 94-46(f)(2)
Energy Production and Natural Resource Extraction													
Energy Production, Renewable													94-46(f)(1)
Cogeneration Facility												S	94-46(f)(1)
Solar Array		S									S	S	94-46(f)(1)
Wind Energy Commercial		S									S	S	94-46(f)(1)
Wind Energy Small		S									S	S	94-46(f)(1)
Mining and Quarrying		S										S	94-46(f)(1)
Oil, Gas, and Mineral Exploration and Production		S										S	94-46(f)(1)
Manufacturing and Assembly													
Artisan/Light											P	P	94-46(f)(1)
General													
General Manufacturing												P	94-46(f)(1)
Publishing											P	P	94-46(f)(1)
Welding and Automobile Body Shop												P	94-46(f)(1),94-46(f)(3)
Heavy													

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Table 94-45.1 Permitted Uses

Use Category / Specific Use Type	Ag/Residential					Mixed-Use | Non-Residential							Supplemental Use Standards
	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS	I	Note: This reference is to use-specific standards only, other code requirements may apply
Heavy Manufacturing												P	94-46(f)(1),94-46(f)(4)
Wholesale, Storage, and Distribution													
Freight Terminal and Warehouse												P	94-46(f)(1),94-46(f)(5)
Warehouse													
Commercial (Non-hazardous)											P	P	94-46(f)(1)
Self-Storage/Personal Property							P				P	P	94-46(f)(1),94-46(f)(6)
Wholesale Sales and Distribution											P	P	94-46(f)(1)
Waste and Salvage													
Automobile Parts Recycling												P	94-46(f)(1)
Agricultural													
Agritainment		P											94-46(g)(1)
Animal Raising, Farm or Domestic Use		P											94-46(g)(2)
Crop Raising		P											94-46(g)(3)
Commercial Livestock		P										P	94-46(g)(4)
Farm Products Warehouse and Storage		P										P	

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Sec. 94-46 Use and Structure Standards

(a) Generally Applicable Standards

The following standards are applicable to all uses and structures:

(1) No structure shall be erected or structurally altered for use, nor shall any structure or land be used, or changed in use, which does not comply with all of the district regulations established by the title for the district in which the structure or land is located.

(2) No building, or any addition thereto, shall be erected over or under any public sewer or public utility lines, nor upon any platted or recorded easement, unless permission is granted, in writing, by the city or the public utility whose lines are involved.

(3) Unless otherwise approved as a special event or a temporary use pursuant to this Code, no portable platforms, tables, stands or other such temporary structures or fabrications shall be erected in any district for the purpose of establishing a business, and no vehicles shall be used for a like purpose unless classified as a food truck.

(b) Residential Uses

(1) Home Occupations

The intent of this section is to allow low-intensity home occupations that are clearly incidental and secondary to the primary residential use of the property, and that are conducted in a limited manner which creates little exterior indication of the activity, and which does not create a nuisance or otherwise adversely impact adjacent properties or the residential character of the neighborhood.

a. Exemptions

Yard/garage sales and a home day care shall not be classified as home occupations when operating in compliance with all ordinances and regulations in connection with such use.

b. Registration or Special Use Permit Required

(i) All home occupations shall be required to register upon forms prepared by the planning and development director for the purpose, and shall include a description of the nature and extent of the activity. The applicant shall sign the form verifying that the activity will be conducted in compliance with the standards of operation set out below.

(ii) Home occupations that are not identified as permitted home occupation uses in this section may be allowed subject to the issuance of a special use permit. The conditions approval and use of special use home occupations are identified in the special use section of this chapter.

(iii) Approval of a home occupation, whether by registration or by special use permit, shall be limited to one year, provided that such approval shall automatically be extended in one year increments, based on the anniversary

date of the approval, unless a request for review is received prior to the anniversary date. A written request for review may be submitted by any person affected by the home occupation; by the planning and development director, the Board or Planning Commission.

(iv) Whenever there are questions, or there is uncertainty regarding conformance with the intent or requirements of all regulations regarding home occupations, the planning and development director may forward the home occupation to the Planning Commission for review.

c. Application/Inspection

A request for registration or for approval of a special use permit for a home occupation shall constitute the applicant's agreement to allow, upon reasonable request, the inspection of the premises to the extent necessary to determine compliance and compatibility with these regulations. The planning and development director may inspect a premises suspected of violations for the purpose of determining compliance with these regulations. The refusal to allow inspection upon reasonable request shall be an indication of a failure to comply with the terms of this section. A presumption shall therefore exist that there are violations and appropriate enforcement action to terminate the activity may be taken.

d. Permitted Home Occupations

The following uses shall require registration, but shall not require approval as a special use permit, provided that full compliance with all standards of operation stated above is required, except as modified herein:

(i) Home Office: An office for the clerical and administrative purposes of receiving mail and telephone calls, maintaining records, and similar functions.

(ii) Off-Site Sales Offices: An office for direct sales distribution (Amway, Avon, Tupperware, etc.), for manufacturer's representatives, and other similar activities provided that all sales are conducted off-site, and that storage and deliveries do not exceed the limitations within this section.

(iii) Off-Site Services Offices: An office for services provided off-site, including but not limited to such activities as house cleaning service, yard/garden service, locksmiths, appliance repair, contractors, and similar activities, provided that all services are provided off-site, that storage does not exceed the limitations within this section, that no other employees regularly visit the premises, and that no more than one commercial vehicle is parked at the residence on a regular basis.

(iv) Professional Services: An office/studio for engineers, drafting and similar services provided that client consultation is conducted off-site.

(v) Home Instruction: Individual tutoring or lessons in art, dance, music, swimming or similar activities are permitted, provided that a maximum of six students per day shall be permitted at the premises.

(vi) Home Arts/Crafts: The preparation of small arts/crafts items for off-site display and sale, including ceramics with a maximum kiln size of six cubic feet and including dressmaking/sewing with a maximum of three machines, shall be permitted, provided that all ordering, fittings, and deliveries are conducted off-site. The preparation or creation of larger items requiring frequent delivery of materials, movement by vehicles other than passenger vehicles, larger or noisier equipment, or storage does not exceed the limitations within this section.

e. Standards of Operation

All home occupations, including those approved by special use permit, shall comply with the following performance standards and limitations, except as specifically modified herein.

(i) Employees: No person other than an occupant of the residence shall be engaged in the home occupation at the residence, or shall visit the residence on a regular basis. No more than three occupants at a residence shall be engaged in home occupations.

(ii) Space and Location: The maximum area used for the home occupation shall not be greater than 25 percent of the living area of the residence; 500 square feet, including storage areas; or two rooms.

(iii) Storage: The total area used exclusively for storage shall be no larger than 150 cubic feet. Outside storage in conjunction with a home occupation shall be prohibited.

(iv) Alterations: No alterations of the residential appearance of the property for business purposes, such as the creation of a separate entrance, shall be permitted.

(v) Equipment: The installation, storage or use of any equipment or machinery not normally found in a household or general office shall be prohibited.

(vi) Sales and Display: Direct, on site sales, retail or wholesale, and the display of goods or products on the premises shall be prohibited.

(vii) Nuisances: The creation of noise, odors, vibrations, glare, fumes or electrical interference which is detectable to normal sensory perception outside the structure shall be prohibited.

(viii) Deliveries: No deliveries related to the conduct of the home occupation shall be permitted by vehicles of more than two axles.

(ix) Traffic: Home occupations shall not involve the regular visits of clients, other employees, or any other persons to the residence due to the conduct of the home occupation.

(x) Advertising/Signs: Home occupations are permitted one on premise wall sign for each side of the home that faces a public street. The sign shall be no more than three square feet, and shall not be illuminated.

(xi) Vehicles: Vehicles supporting the home business must be parked in the driveway and not on the street. This includes vehicles such as taxi cabs, day care vans, catering trucks or lock smith trucks.

(2) Dwelling, Live/Work

a. The business owner, and the resident's occupant in the residential portion of the live-work unit, must be the same person.

b. In the Downtown district, the residential living portion of the live/work unit is not permitted on the first floor.

c. The non-residential portion of a live-work unit may be only a commercial retail, office, personal services or professional services and counseling activity as defined in these regulations.

d. Scale of Non-residential Use. The floor area of the non-residential portion of the use shall not exceed 2,500 square feet.

e. Hours of Operation for Non-residential Use. The non-residential portion of the use shall not operate between the hours of 11:00 PM and 6:00 AM.

f. Multiple Units. Multiple live-work units may be located on a block face only if developed as a contiguous group with one unit located on a corner lot, and with no more than five units in the group.

g. No Drive-Through Activity. The use shall not include a drive-through component.

(3) Congregate Care/Senior Living

a. The maximum number of dwelling units shall comply with the zone district in which the facility is located.

b. Private open space shall be provided as follows:

(i) Ground level units shall be provided a minimum of 100 sq. ft. of private yard with a minimum interior dimension of 10 feet.

(ii) Upper level units shall be provided a minimum of 70 sq. ft. balcony, with a minimum dimension on at least one side of eight feet.

(4) Group Homes

a. Group homes shall comply with the requirements found in the Missouri Statutes and regulations for group homes.

b. Group homes shall not be located closer than 1,320 feet from another group home, shall be used exclusively for no more than eight persons, and shall be in compliance with all city, state and federal building, health, safety and fire code provisions.

c. Reasonable Accommodation by City Administrator

In consideration of the requirement of the Federal Fair Housing Act ("FHA") (42 U.S.C. § 3601 et seq.) that local governments make reasonable accommodations in order to permit housing for persons with disabilities, the city administrator, in consultation with the city attorney, is authorized to approve minor modifications of building setbacks, height, lot coverage or occupancy limits in order to provide reasonable accommodation for group homes without the need for an additional hearing. The city administrator may approve a reasonable accommodation other than that requested by the applicant if the city administrator concludes that an alternative accommodation would have fewer impacts on adjacent neighborhoods. The decision of the city administrator regarding a FHA application for a reasonable accommodation shall contain written findings of fact as to the need for the accommodation and the authority to approve the requested accommodation.

(5) Shelter Care Facility

a. Physical Characteristics

All shelter facilities shall meet the following requirements:

(i) Compliance with applicable state and local housing, building and fire code requirements.

(ii) The facility shall have on-site security during all hours when the shelter is open.

(iii) Facilities shall provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall reflect away from residential areas and public streets.

(iv) Facilities shall provide secure areas for personal property.

(v) If the emergency shelter is proposed in conjunction with a religious facility, the area utilized for emergency shelter facilities may not exceed fifty percent of the total floor area used for the religious facility.

(vi) Where a day care facility, elementary school or middle school is operated on the same site as an emergency shelter, the day care and school facilities must be separated from the emergency shelter facilities by means to prevent access from one facility to the other.

b. Limited Number of Beds per Facility

(i) Shelter facilities accessory to a religious facility shall not exceed twenty beds.

2271 (ii) All other shelter facilities shall not exceed forty beds.

2272 **c. Limited Terms of Stay**

2273 The maximum term of staying at an emergency shelter is six months in a consecutive
2274 twelve-month period.

2275 **d. Parking**

2276 The shelter facility shall provide on-site parking at a rate of two spaces per facility for
2277 staff, plus one space per four beds allowed at the maximum capacity. The planning
2278 and development director may reduce or waive this requirement where on-street
2279 parking is reasonably available.

2280 **e. Shelter Facility Management**

2281 A management plan is required for all shelters to address management experience,
2282 good neighbor issues, transportation, client supervision, client services and food
2283 services. Such plan shall be submitted to, and approved by, the planning and
2284 development director prior to operation of the shelter. The plan shall include a floor
2285 plan that demonstrates compliance with the physical standards of this Code. The
2286 operator of each shelter shall annually submit the management plan to the planning
2287 and development director with updated information for review and approval.

2288 **(c) Civic and Institutional Uses**

2289 **(1) Cultural Institutions**

2290 In all residential zone districts, the use shall abut an arterial street. Cultural institutions are
2291 permitted to have gift and coffee shops as accessory uses.

2292 **(2) Public Service Facilities**

2293 In all residential zone districts, the use shall abut an arterial street.

2294 **(3) Religious Assembly**

2295 **a. Accessory Uses**

2296 (i) Uses accessory to the religious assembly shall meet the standards applicable
2297 to the use as if the use is a principal use.

2298 (ii) Uses accessory to a religious assembly use in a residential district, other than
2299 shelter facilities, may only operate between 7:00 AM and 10:00 PM by right;
2300 and between 10:00 PM and 7:00 AM subject to a special use permit.

2301 **b. Parking and Access**

(i) Parking for the religious assembly use, and any accessory use, shall be for the use that has the greatest parking requirement.

(ii) Access shall be provided as follows: 1-200 seats shall have access from local or residential streets; 201-1000 seats shall have access from a collector street or higher; 1001 seats and over shall have access from an arterial street.

(4) Family Day Care Home

A family day care home may be allowed as follows:

a. State and local licensing requirements are met, including those pertaining to building, fire safety and health codes.

b. Parcel size, building size, setbacks and parcel coverage conform to those applicable to the zoning district.

c. One off-street parking space is provided for each nonresident or non-family member employee in addition to the two spaces per single-family or duplex unit required. The residential driveway is acceptable for this purpose.

d. If located on a major arterial street, an off-street drop-off/pickup area, approved by the city engineer, must be provided.

e. Signage, if any, conforms to the requirements of the zoning district.

f. No structural or decorative alteration that will alter the single-family character of an existing residential structure, or be incompatible with surrounding residences, is permitted.

g. A family day care home may provide care for no more than ten children.

(5) Group Day Care Home and Child Care Center

A group day care home and child care center may be allowed as follows:

a. Limitation in use of family residence. No group day care home and child care center shall be located in a private family residence unless the portion of the residence where the children have access is used exclusively for children during the hours the center is in operation, or is separate from the usual living quarters of the family.

b. A group day care home and child care center is permitted subject to the following restrictions:

(i) State and local licensing standards and requirements are met.

(ii) Parcel size, building size, setbacks, screening and landscaping shall conform to the zoning district.

(iii) Structure shall meet building, sanitation, health, traffic safety and fire safety code requirements.

(iv) A minimum of one off-street parking space shall be provided for each employee, plus an off-street drop-off/pickup area, as approved by the city engineer. An on-site vehicle turnaround, or separate entrance and exit points, and passenger loading area must be provided and approved by the city engineer.

(v) Signage, if any, conforms to the requirements of the zoning district.

(vi) A solid fence at least six feet high must be installed along each side yard and rear yard parcel line.

(vii) No structured area for active play or play structures may be located in a front yard, or within ten feet of a side or rear parcel line.

(viii) The site must be landscaped in a manner compatible with adjacent residences, as approved by the planning and development director.

(ix) No structural or decorative alteration that will alter the residential character of an existing residential structure used for a group day care home or a child care center is permitted. Any new or remodeled structure must be designated to be compatible with the residential character of the surrounding neighborhood.

(x) A group day care home or a child care center shall not be located within 300 feet of another group day care home or a child care center, excluding any day care that is an accessory use in a license-exempt facility.

(6) Schools

All uses under the educational facilities category in Table 94-45.1 shall have their principal vehicular entrance and exit on an arterial or collector street; vehicular ingress and egress to local streets is prohibited.

(7) Hospital

a. The application shall be accompanied by written proof that the proposal meets all federal, state and county regulations.

b. A minimum of 25 percent of the net lot area shall be provided in open space.

c. A minimum of three-fourths of the total open space requirement shall be provided as frontage open space to provide a setting for the building, visual continuity within the community, and a variety of spaces in the streetscape. The frontage open space shall not be required to exceed 50 square feet per one foot of public street frontage and shall not be less than 30 square feet per one foot of public street frontage.

d. The remainder of the required open space shall be provided in common open space.

e. When the height of the building exceeds 50 feet, the following yard requirements shall apply:

(i) A side or rear yard of not less than 100 feet shall be maintained where the side or rear of the lot abuts a low density residential district, or abuts an alley that is adjacent to a low density residential district. The 100 feet may include the width of the alley.

(ii) A side or rear yard of not less than 75 feet shall be maintained where the side or rear of the lot abuts a high density residential district, or abuts an alley that is adjacent to a high density residential district. The 75 feet may include the width of the alley.

f. Pedestrian entrances shall:

(i) Be clearly distinctive from the remainder of the building, and be readily visible from the public street; and

(ii) Include an extended foundation base to provide a patient drop-off area of a minimum 900 sq. ft., extending a minimum 20-feet measured perpendicular from the patient entrance door.

g. Heliports shall be located in a manner to minimize the noise impacts on abutting residential uses, according to the following preferences:

(i) First Preference: Ground on side of building opposite any abutting residential areas.

(ii) Second Preference: Roof level of building less than the highest point on side of building away from residential areas.

(iii) Third Preference: Roof at top of building.

h. Liquid oxygen and other similar materials stored outdoors and in bulk shall be screened from ground-level view by the building, screen wall or screen walls in combination with landscape materials.

(8) Community Gardens

a. Location

(i) Community gardens shall not be located on designated or dedicated park or open space land without approval from the Planning Commission. Exceptions may be granted for park or open space land that does not contain sensitive habitat and is not contiguous to open space land with sensitive habitat.

(ii) Community gardens shall be located in areas that receive adequate sunlight for the intended purpose without the removal or excessive trimming of trees.

b. Use Standards

(i) The site shall be designed and maintained so that water and fertilizer will not drain to adjacent property.

(ii) A minimum three foot wide, clearly marked entrance path shall be provided from the public right-of-way to the garden.

(iii) Community gardens shall be located on land that is level enough to support the intended use and meet all Americans with Disabilities Act requirements without the use of retaining walls that exceed three feet in height.

(iv) Unless permitted by the underlying zoning district, or approved as a special use, on-site sale of community garden products is prohibited except when permitted as an approved temporary use.

(v) Lawn and garden equipment of the type customarily used by consumers for household lawn and garden care is the only type of motorized equipment allowed. The use of motorized equipment is restricted to hours beginning at 7:00 AM and ending at 9:00 PM.

(vi) An on-site trash storage container must be provided and located as close as practicable to the rear lot line. Compost bins or piles must also be located as close as practicable to the rear lot line. Trash must be removed from the site at least once a week.

(vii) The keeping of animals is prohibited.

(viii) The property must be maintained free of tall weeds and debris. Dead garden plants must be regularly removed and, in any instance, no later than November 15 of each year.

(ix) Within a residential zoning district, operating hours for community garden activities are restricted to between 5:00 AM and 11:00 PM daily.

(x) Customary accessory uses are regulated in the accessory use section.

c. Signs

Community gardens in residential zones shall be restricted to one, non-illuminated identification sign not exceeding eight square feet and eight feet in height, and set back a minimum of five feet from the front and side property lines. In all other zoning districts, signs shall comply with the permanent sign standards the applicable zoning district

2436 **(d) Commercial Uses**

2437 **(1) Animal Sales and Services with Outdoor Facilities**

2438 2439 Any outdoor activity areas such as kennels, runs or exercise areas shall be subject to the following:

2440 **a. General Requirements**

2441 The facilities shall:

2442 (i) Only be used between the hours of 7:00 AM and 10:00 PM;

2443 (ii) Be supervised by qualified personnel;

2444 (iii) Be located at least 300 feet from any residential zone;

2445 2446 2447 (iv) Not cause loud and incessant noise or fouling of the air by odor thereby creating annoyance or discomfort to the neighbors or others in close proximity;

2448 (v) Not foster an excessive number of flies or other insects; and

2449 2450 (vi) Not otherwise cause any unsanitary conditions in the enclosure(s) or the surroundings where the animals are kept.

2451 **b. Kennel**

2452 2453 2454 2455 (i) All facilities, including pens, kennels, cages and exercise runs, in the CC district shall be maintained within a completely enclosed, soundproof building so that, to the maximum extent feasible, noise and odor are not detectable off-premises.

2456 2457 2458 (ii) Facilities in the A district may have outdoor facilities, including runs and exercise areas, but such facilities must not be located within 1,000 feet of any residential district.

2459 **c. Veterinary Services (with outdoor facilities)**

2460 2461 2462 (i) Facilities in the A district may have outdoor facilities, including runs and exercise areas, but such facilities must not be located within 1,000 feet of any residential district.

2463 **(2) Amusement Parlor/Arcade**

2464 **a. Primary or Accessory Use**

2465 2466 2467 Shall be a primary use when no other primary use exists on a premise, or an accessory use when a primary use does exist on a premise. Standards for amusement parlors/arcades as accessory uses are provided in the accessory use regulations section.

b. Standards for Primary Use

(i) There shall be permitted one video/amusement machine for each 15 square feet of public floor space, including the space occupied by the machine.

(ii) No arcade shall be located within a 1,000 foot radius to any public or private grade school (Grades K-12).

(3) Theater

Shall take access from an arterial or higher street classification.

(4) Alternative Financial Establishment

In addition to requiring a special use permit, an Alternative Financial Establishment shall comply with the following regulations:

a. A lot containing an alternative financial establishment shall be located at least 2,000 feet from any lot containing another alternative financial establishment, as measured in a straight line between the nearest points of one lot to the other lot.

b. A lot containing an alternative financial establishment shall be located at least 500 feet from any lot zoned or used for residential purposes, as measured in a straight line between the nearest points of one lot to the other lot

(5) Automated Teller Machines (ATMs)

a. An ATM located away from a bank shall be provided a minimum of two off-street parking spaces, except where the planning and development director determines that no parking is necessary because the ATM is to be located in a primarily pedestrian-oriented area.

b. Trash disposal. Each outdoor ATM shall be provided with a receptacle sufficient in size to accommodate trash and any smoking materials discarded by ATM users.

(6) Financial Institution

a. Banks and financial institutions may be permitted as an accessory to a retail sales establishment in the NC, MU, CC, D or ENT Districts provided that the bank or financial institution is not in a separate, free-standing building.

b. Banks or financial institutions that are located within 100-feet of a residential zoning district shall comply with the following requirements:

(i) The use shall be compatible with the neighborhood and shall not be detrimental to the same due to increased automobile traffic, noise generated from within the site, or character of proposed building.

(ii) The maximum gross floor area of the building shall be 4,000 square feet.

2501 **(7) Off-Premise Contacts (OPC)**

2502 a. Shall be located inside a building.

2503 **(8) Retail Sales Establishment**

2504 a. Shall not maintain exterior storage except as provided in this chapter.

2505 b. Retail sales establishments that sell large items (e.g., furniture, appliances, lumber,
2506 etc.) are not permitted in the Downtown or Entertainment districts.

2507 **(9) Thrift Store**

2508 All new thrift stores shall observe all development standards of the underlying zoning district,
2509 except that they shall also comply with the following additional standards:

2510 a. Enclosed Activities. All activities shall be completely enclosed within the building for
2511 the use.

2512 b. Collection/Receiving Area. The collection area shall be located on the side or rear of
2513 the building. Adequate directional signage shall be provided from the main entrance
2514 to direct individuals to the collection area. The collection area shall be noticed to
2515 prohibit depositing goods when the store is closed unless an enclosed structure such
2516 as a charitable drop box is provided.

2517 **(10) Lodging**

2518 **a. Hotels**

2519 (i) Access to guest rooms shall be restricted exclusively to interior corridors,
2520 which shall be accessed via the main lobby of the building or public entryways
2521 individually equipped with some form of security controlled access system.

2522 (ii) The hotel shall install and maintain, in proper operating order, surveillance
2523 cameras in the lobby/lounge area and at each exterior door. The cameras
2524 shall be placed so as to provide visibility to the front and rear exteriors of the
2525 building. Monitors shall be provided for security and other hotel personnel so
2526 that on-site activities may be viewed at all times. Surveillance cameras shall
2527 be in operation 24 hours a day and records of images recorded shall be kept
2528 a minimum of 14 days.

2529 (iii) The hotel shall provide daily housekeeping service and on-site personnel 24
2530 hours a day to provide check-in/check-out services, custodial and
2531 maintenance response, or other guest services.

2532 **b. Timeshare, Interval Ownership, or Fractional Fee ("Timeshare")**

2533 (i) All units to be converted to timesharing shall comply with the city's adopted
2534 fire, health, and building codes.

(ii) All units to be converted to timesharing shall comply with the requirements of the zone district in which they are located, and all other applicable standards of the code.

(iii) The marketing and sales practices for a timeshare development shall not include solicitation of prospective purchasers of timeshare units on any street, walking mall, courtyard, or other public property or facility.

(iv) The parking requirement for a timeshare development shall be calculated by applying the parking standard for the underlying zone district for lodge uses. The parking requirement shall be calculated based on the maximum number of proposed lock-out units in the development, unless an appropriate level of guest transportation services, such as vans, carshare or shuttle vehicles are offered as an alternative to having owners and guests using their own vehicles in the city.

(v) The owner of a timeshare shall be prohibited from storing a vehicle in a parking space on-site when not using the timeshare.

(e) Vehicles and Equipment

(1) Car Wash, Full or Self-Service

a. Vacuums, carpet/steam cleaning machines and blowers shall not be located within a required setback.

b. Such use shall be set back no less than 100 feet from any residential zoning district.

(2) Vehicle Rental/Sales/Leasing

a. Location

Such use shall be located on a street classified as a collector or arterial.

b. Outdoor Storage and Display Areas

Outdoor storage and display areas for the sale, rental or lease of vehicles, watercraft or trailers shall comply with the following standards:

(i) Outdoor storage areas shall be screened from residential and mixed-use districts by an opaque wall or fence at least six feet in height, and shall be constructed of one of the following materials: brick, stone, masonry units, wood or solid vinyl. Wood fences shall provide masonry columns not more than 30 feet on-center.

(ii) Paved areas reserved for the storage of vehicles, watercraft or trailers for sale, rent or lease are not required to be striped for individual spaces.

(iii) Outdoor display areas for vehicles, watercraft or trailers shall conform to the design standards of this chapter. No vehicle, watercraft or trailer for sale, rent or lease shall occupy a required parking space.

(iv) Not more than one vehicle, watercraft or trailer display pad within the front yard setback shall be permitted per 150 linear feet of road frontage. The size of the pad shall accommodate not more than one vehicle, watercraft or trailer. Such pad may be elevated, but no more than three feet in height as measured from grade to the highest point.

(3) Vehicle Repair

a. Outside storage or repair work is not allowed.

b. Body work and spray painting must be confined to properly ventilated indoor bays that shall be closed from the outdoors during use.

c. Sales of new and used motor vehicle parts are allowed as an incidental use to the repair shop however, no outside storage of product is allowed.

d. Service bay doors shall be located only on a side or rear facade.

e. All storage for impounded vehicles, and the storage of vehicles that are inoperable or disabled vehicles for periods greater than one week, shall be located within a permanent storage area that complies with this chapter.

f. Parking for vehicles to be serviced, and that have been serviced, shall occur on the site.

g. There shall be no on-site dismantling of vehicles for salvage.

h. Major vehicle service shall be set back no less than 150 feet from any residential zoning district.

(4) Service Stations

a. The minimum public street frontage shall be 135 feet on each public street for all new fueling stations.

b. The minimum width for driveways shall be 35 feet. The width shall be expanded to 45 feet whenever the driveway accesses a street with a width of, or with a planned ultimate width of, 84 feet or greater. Driveways shall be no closer than 150 feet from the nearest intersecting point of street right-of-way lines, or as otherwise determined by the city Engineer.

c. Structures shall observe the height limits of the underlying zoning district, except that canopies constructed over pump islands located outside the buildable area of the lot shall not exceed a maximum height of 17 feet.

d. A fuel pump canopy shall utilize the same architectural design and materials as the principal building(s) on the lot.

e. Light fixtures mounted under canopies shall be cut-off and shielded so that there is no glare or light spillage at the property line. Lights and fixtures shall not extend below the surface of the ceiling of the canopy.

f. Lights shall not be mounted on the top or sides (fascias) of the canopy, and shall not be externally illuminated except as part of an internally illuminated sign that meets the standards of this Code.

(5) Accessory Automatic Car Wash

An automatic car wash shall be subject to the following:

a. The structure shall be completely enclosed except for vehicle ingress and egress.

b. The structure shall not exceed a height of 20 feet, or exceed an overall building dimension of 25 feet in width and 50 feet in length.

c. The structure shall be constructed of building materials consistent with that of the principal building, including the roof.

d. The hours of operation shall be limited to between 7:00 AM and 10:00 PM when located adjacent to any residential zoning district.

(6) Electric Vehicle Charging Stations

a. Classifications

An electric vehicle charging station is a public or private parking space(s) that is (are) served by battery charging equipment with the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle, and is classified based on the following levels:

(i) Level 1 is considered slow charging, and operates on a fifteen to twenty amp breaker on a one hundred twenty volt AC circuit.

(ii) Level 2 is considered medium charging, and operated on a forty to one hundred amp breaker on a two hundred forty volt AC circuit.

(iii) Level 3 is considered fast or rapid charging, and operated on a sixty amp or higher breaker on a four hundred eighty volt or higher three phase circuit with special grounding equipment. Level 3 stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

b. Where Permitted

(i) Level 1 and 2 electric vehicle charging stations are a permitted use in all zoning districts.

(ii) Level 3 electric vehicle charging stations are a permitted use in the CC, BUS, and I zoning districts, but require a special use permit in NC, MU, D, and ENT zoning districts.

(iii) Battery exchange stations are permitted in the CC and I zoning districts.

c. Standards

(i) Electric vehicle charging stations utilizing parking stalls located in a parking lot, parking garage or in on-street parking spaces shall comply with the following standards. Due to the fact the technology associated with electric vehicles, batteries and electric vehicle charging stations is relatively new and is anticipated to change, and that there is a lack of municipal experience on consumer and community preferences and attitudes with regard to electric vehicles, the planning and development director may authorize variations from these standards, so long as the intent and goal of the standards and this section are addressed.

(ii) Except when located in conjunction with single-family residences, electric vehicle charging stations shall be reserved for parking and charging of electric vehicles only.

(iii) Signage. Each electric vehicle charging station shall be posted with signage indicating the space is only for electric vehicle charging purposes. Way finding signs conveniently located to guide motorists to the charging stations are permitted with approval of the planning and development director.

(iv) Accessible charging stations shall be located in proximity to the buildings or facility entrances, and shall be connected to a barrier-free accessible route of travel.

(v) Equipment mounted on pedestals, lighting posts, bollards, or other devices for on-street charging station shall be designed and located as to not impede pedestrian travel or create trip hazards within the right-of-way.

(vi) Charging station outlets and connectors shall be no less than thirty-six inches or no higher than forty-eight inches from the top of the surface where mounted, and shall contain a retraction device or a place to hang cords and connectors above the ground surface.

(vii) Equipment shall be protected by wheel stops or concrete-filled bollards.

d. Notification

The following information shall be posted at all electric vehicle charging stations:

(i) Hour of operations if time limits or tow-away provisions are to be enforced by the property owner;

(ii) Usage fees, if applicable; and

(iii) Contact information for reporting when the equipment is not operating or other problems.

(7) Truck Stop/Travel Plaza

a. Minimum parcel size shall be 10 acres subject to the following requirements:

(i) The primary parcel of the truck stop shall be not more than 500 feet from the right-of-way limits surrounding a freeway or expressway intersection, with at least 200 feet of direct frontage along the arterial to the property boundary of the primary parcel;

(ii) No more than one truck stop shall have primary access from any freeway or expressway intersection; and,

(iii) The minimum distance between truck stops shall be 7,000 feet, measured from property line to property line.

b. Fuel

(i) Any fuel dispenser, perimeter of underground storage tanks or pumps shall be a minimum of 100 feet from any residential zoning district, and at least 40 feet from any property line or public right of way line.

(ii) Fueling areas for automobiles and fueling areas for trucks must be separated. Pump island canopies shall not exceed 22 feet in height.

c. Site Design

(i) A 15-foot wide landscaped buffer area shall be provided along all property lines. There shall be no parking permitted within this landscaped buffer area.

(ii) A masonry sound attenuation wall at least six feet tall shall be installed along all property lines that abut or are adjacent to a residential zoning district or use.

(iii) Subsidiary business activities may include scales, truck wash, tire repair and sales, barber shop, bar, restaurant, showers, convenience store, truckers lounge, mini-theater, laundry and gasoline and propane dispensing.

Subsidiary business uses at truck stops shall comply with the following standards:

(a) All activities and operations shall be conducted entirely within an enclosed structure, except the dispensing of petroleum products, water and air from pump islands and the provision of emergency service of a minor nature.

(b) A truck wash shall be designed with a water collection and recycling system;

(c) Vehicle service areas shall be completely enclosed;

(d) Service bays shall not open toward public rights-of-way; and

(e) A minimum of four showers shall be provided at truck stops with more than 100 truck parking spaces.

d. Overnight parking is not allowed unless Electrified Parking Spaces (EPS), also known as truck stop electrification, is installed for each overnight space to allow truck drivers to provide power to necessary systems such as heating, air conditioning, or appliances, without idling the engine.

e. A plan must be submitted showing how the truck stop/travel plaza is designed to prevent any spill from the facility, or from vehicles utilizing the facility, from contaminating soil or migrating off-site. The facility shall fully comply with all federal and state regulations regarding the reporting and containment of spills and releases of petroleum and hazardous substances.

(f) Industrial Uses

(1) General

All industrial uses shall be subject to the following standards:

a. All traffic hazards shall be minimized;

b. Lights shall be directed away from adjoining residential areas;

c. Off-street loading areas shall be available as needed; and,

d. No dust, smoke, fumes, gas, noxious odor, excessive noise or other atmospheric effluent shall exceed in intensity at the boundary of the lot of conditions normally found in a residential neighborhood.

(2) Wrecker Service

a. The use shall be located at least 250 feet from any residential district, school or child care center.

b. Vehicles shall not be stored on-site for more than 90 days.

c. Vehicles shall be stored to the rear of the principal structure, and screened in accordance with this chapter.

d. The storage area shall be located totally within an enclosed building, or shall be enclosed by an architecturally designed solid fence of at least six feet in height.

e. There shall be no dismantling of vehicles on the premises to obtain parts for use or sale.

(3) Welding and Automobile Body Shop

Welding and automobile body shop uses shall comply with the following standards:

a. The use shall be located at least 250 feet from any residential district, school (except vocational schools) or child care center.

b. Vehicles shall not be parked or stored as a source of parts, or for the purpose of sale or lease/rent.

c. Repair and storage of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area that is no larger than 25 percent of the buildable area of the lot, located behind, or to the side of the principal structure, and screened in accordance with this chapter.

d. Vehicles that are repaired, and are awaiting removal, shall not be stored or parked for more than 30 consecutive days. In cases where a vehicle is abandoned by its lawful owner before or during the repair process, the vehicle may remain on site as long as is necessary after the 30 day period, provided the owner or operator of the establishment demonstrates steps have been taken to remove the vehicle from the premises using the appropriate legal means.

(4) Heavy Manufacturing

a. Heavy manufacturing uses shall be located at least 1,000 feet from any residential district.

b. A perimeter buffer of at least 25 feet in depth shall be provided along any boundary with another property not zoned for heavy industry.

(5) Freight Terminal and Warehouse

a. The use shall be located at least 500 feet from any residential district, school or child care center.

b. The use shall not locate storage areas within a required setback or perimeter buffer.

c. The use shall have direct access onto a major arterial or collector street.

(6) Self-Storage

a. Site Layout

(i) The minimum lot area shall be three acres.

(ii) If separate buildings are constructed, there shall be a minimum separation of ten feet between buildings.

b. Operation

(i) The only commercial uses permitted on-site shall be the rental of storage bays and the pickup and deposit of goods or property in dead storage. Storage bays shall not be used to manufacture, fabricate or process goods, to service or repair vehicles, small engines or electrical equipment, or conduct similar repair activities, to conduct garage sales or retail sales of any kind, or to conduct any other commercial or industrial activity on the site.

(ii) Individual storage bays or private postal boxes within a self-service storage facility use shall not be considered premises for the purpose of assigning a legal address.

(iii) No more than one security or caretaker quarters may be developed on the site, and shall be integrated into the building's design. Except as otherwise authorized in this subsection, all property stored on the site shall be enclosed entirely within enclosed buildings.

(iv) Hours of public access to a self-storage use abutting a residential zoning district or existing residential use shall be restricted to the hours between 6:00 AM and 10:00 PM.

c. Parking and Circulation

(i) Interior parking shall be provided in the form of aisleways adjacent to the storage bays. Aisleways shall be used both for circulation and temporary customer parking while using storage bays. The minimum width of aisleways shall be 21 feet if only one-way traffic is permitted, and 30 feet if two-way traffic is permitted.

(ii) The one- or two-way traffic flow patterns in aisleways shall be clearly marked. Marking shall consist, at a minimum, of standard directional signage and painted lane markings with arrows.

(iii) Appropriate access and circulation by vehicles and emergency equipment shall be ensured through the design of internal turning radii of aisleways.

(iv) All access ways shall be paved with asphalt, concrete, or comparable paving materials.

d. Building Appearance

(i) Garage doors serving individual storage units shall be perpendicular to a public or private street so as to not be visible from adjacent streets.

(ii) With the exception of a structure used as a security guard or caretaker quarters, or the redevelopment of an existing structure, the maximum height of a self-service storage facility shall be 20 feet.

(iii) Windows may not exceed 20 percent of any street-facing façade, and shall not be reflective.

e. Open Storage

Open storage of recreational vehicles, travel trailers and dry storage of pleasure boats of the type customarily maintained by persons for their personal use shall be permitted within a self-service storage facility use, provided that the following standards are met:

(i) The storage shall occur only within a designated area, which shall be clearly delineated;

(ii) The size of the storage area shall not exceed 25 percent of the buildable area of the site;

(iii) Outdoor storage areas shall be located to the rear of the principal structure;

(iv) Storage shall not occur within the areas set aside for minimum building setbacks; and

(v) No dry stacking of boats shall be permitted on-site.

(g) Agricultural Uses

(1) Agritainment

a. Shall be operated and maintained by the owner, operator, or occupant of the farm on which it is located. Multiple properties in common ownership are acceptable for agritainment as long as they are considered a single farm entity.

b. Shall only be permitted in conjunction with agriculture support and services directly associated with on-going agricultural activity on-site.

(2) Animal Raising

a. The minimum tract or parcel size shall be five acres.

(3) Crop Raising

a. Shall not occur within the front yard area.

(4) Commercial Livestock

a. The minimum tract or parcel size shall be twenty acres.

Sec. 94-47 Special Use Standards

(a) Residential Uses

(1) Home Occupation Requiring a Special Use Permit

a. A special use permit for a home occupation that is not permitted through the use registration process identified in the use and structure standards section may be approved only when the applicant can show that the activity will be incidental and subordinate to the residential purpose of the property, will comply with the spirit and intent of these regulations, will not create adverse impacts on adjacent properties, and will be compatible with the residential character of the area.

b. The approval of a special use permit may authorize minor modifications, alternative limitations, or special conditions that are applicable to the home occupation standards of operation identified in the use and structure standards section where it is determined that the home occupation can be accommodated in accordance with the spirit and intent of this section.

c. The following types of uses will not be approved as home occupations unless unusual or special circumstances exist as determined through the special use permit review process:

(i) Uses involving regular client visits, such as photographic studios, small appliance repair shops, barber/beauty shops, medical offices, etc.;

(ii) Uses involving large goods or materials, such as upholstery or furniture repair, arts/crafts other than small items, etc.;

(iii) Uses involving nuisances (noise, dust, etc.) or which cannot be conducted within a totally enclosed structure, such as automobile, lawn mower, or other engine repair, welding or machine shops, etc.;

(iv) Uses where other employees visit the site, such as operating/dispatch offices for contractors, offices for businesses having employees who are not occupants, etc.;

(v) Uses involving handling or storage of quantities of goods or materials, such as retail/wholesale operations or manufacturing/assembly;

(vi) Uses involving the training, grooming, breeding, or boarding of animals.

(2) Manufactured Homes

a. New manufactured homes may be placed on any individual lot within a residential zoning district with the following restrictions and regulations:

(i) Manufactured homes shall not be placed or occupied on an individual lot without a building permit issued under these regulations.

(ii) Each manufactured home placed on an individual lot shall:

(i) Be occupied only as a single-family dwelling or business unit.

(ii) Be placed in conformance with all zoning and setback requirements established for the district in which located.

(iii) Accessory structures shall be placed in conformance with the setback and dimensional requirements established for the district in which located. The exterior covering and roofing material of the accessory structure must be the same as that of the dwelling unit.

(iv) Have a minimum width of not less than 24 foundation feet as measured at all points perpendicular to the length of the manufactured home which shall be not less than 42 foundation feet. This standard is intended to restrict units to the type which are brought to the site in parts, typically two halves and at least 1,008 square feet minimum.

(v) Roof must be a gable, hip or shed roof of at least three in twelve or greater, and covered with material that is residential in appearance including, but not limited to, approved wood, asphalt composition or fiberglass shingles, but excluding corrugated aluminum, corrugated fiberglass or metal roofs; except for permitted deck areas, all roof structures shall provide an eave projection of no less than six inches and no greater than 30 inches.

(vi) Have the main entry door facing the street on which the manufactured home is located. A sidewalk shall be installed from the street, driveway or sidewalk adjoining neighboring lots to the front door. The unit must be oriented on the lot so that its long axis is parallel with the street. A perpendicular or diagonal placement may be permitted if there is a building addition or substantial landscaping so the narrow dimension of the unit, as so modified and facing the street, is no less than 50% of the unit's long dimension.

(vii) Have exterior surface and window treatments that are architecturally compatible with those of neighboring properties, excluding smooth, ribbed or corrugated metal or plastic panels.

(viii) Meet applicable off-street parking requirements.

(ix) Be placed on a parcel according to approved, pre-submitted building permit, and have a manufacturer's installation manual and an illustration of the finished appearance of the unit.

(x) Units shall be attached to a continuous permanent foundation, which manner of placement shall be as stated on the building permit, and meet all manufacturer's specifications for support.

(xi) The exterior foundation material shall consist of continuous concrete or masonry suitable for the outer portion of a finished residence.

(xii) Have the tongue and running gear, including axles, removed.

(xiii) Maintain a minimum of 18 inches of crawl space under the entire manufactured home.

(xiv) Have permanent steps set at all exits.

(xv) Be served by a water supply and sewage disposal system meeting the established city requirements.

(xvi) Underground public utilities shall be required.

b. Pre-owned Manufactured Homes. Pre-owned manufactured homes may not be moved onto an individual lot within the city.

(3) Mobile Home Community

a. Purpose and Intent

The intent of the mobile home community standards is to provide for the orderly and unified planning and development of mobile home communities, to ensure the provision of facilities and amenities appropriate to the needs of residents of mobile home communities, and to ensure a harmonious relationship between mobile home communities and adjoining land uses.

b. Special Use Permit

Mobile home communities may be permitted in the HDR district through the approval of a special use permit.

c. Permitted Uses

No building, structure or land shall be used, and no building or structure shall be hereafter erected or structurally altered, unless otherwise provided for in this section, except for one or more of the following uses:

(i) Single-family mobile and manufactured homes.

(ii) Recreation areas and facilities.

(iii) Accessory buildings typically found with above permitted uses.

(iv) Public utility facilities, excluding repair, storage and business facilities.

d. Prohibited Uses

The following uses are expressly prohibited in any mobile home community:

(i) Timeshare operation

(ii) Nightly or weekly rentals of any nature

(iii) Commercial uses

e. Design Standards

The following standards shall be incorporated in the design of the mobile home community:

(i) The gross density shall not exceed seven units per acre, unless part of an approved plan which includes other land uses.

(ii) The minimum parcel size shall be 3,200 square feet.

(iii) The minimum parcel width shall be 40 feet.

(iv) The minimum separation between mobile homes shall be ten feet.

(v) There shall be no private streets. All streets in the mobile home community shall be public streets dedicated to the city.

(vi) The minimum setback from a mobile home unit to a boundary that is not a street shall be 20 feet. The minimum setback from a mobile home unit to a boundary that is adjacent to a public street shall be 25 feet.

(vii) A minimum of two off-street parking spaces per mobile home site, plus one guest space for each five sites, all in conformance with the parking requirements of this chapter, shall be provided in the mobile home community. Uses other than mobile home sites shall be subject to the parking regulations included in this chapter.

(viii) A minimum street width of 28 feet paved from back of curb to back of curb shall be required on all streets within the mobile home community. All street construction shall be in strict conformance with the city standards and specifications for residential streets, with the exception that the minimum right-of-way width may be reduced from 50 feet to 40 feet when a five-foot utility easement is provided along each side of the right-of-way.

(ix) A minimum of two accesses to a dedicated street shall be provided per mobile home community.

(x) A minimum of 0.3 footcandle lighting shall be provided on all driveways and walks.

(xi) Sidewalks shall be provided adjacent to all streets, on both sides of the street, shall be a minimum width of four feet, and shall be constructed in conformance with city standards and specifications for sidewalk construction.

(xii) A minimum of 15 percent of the gross area of the mobile home community shall be provided as park area.

(xiii) A minimum of 30 percent of the gross area of each mobile home parcel shall be provided as usable livability open space.

(xiv) A clubhouse and/or other common recreation facilities shall be provided in accordance with plans submitted for review and recommendation by the Planning Commission and review and approval by the Board.

(xv) All mobile homes shall have tie-downs in accordance with applicable provisions of this Code and the state.

(xvi) Plans and specifications shall be submitted and permits issued in accordance with all city building or HUD regulations depending upon the date of construction of the unit(s).

(xvii) A landscaping plan shall be submitted for review and approval by the planning and development director with a formal report attached to the submittal for mobile home community.

(xviii) No building or structure hereafter erected or structurally altered in a mobile home community shall exceed 35 feet in height, or two stories above the foundation or basement ceiling level.

(xix) When adjacent to, or across the street from a residential use other than a mobile home park, or when required by the Board due to location, a decorative fence, wall, landscaping or earth mounds of six feet in height shall be provided around the perimeter of the site to screen the mobile home community from view.

(xx) Storage units shall be designed as an integral part of the site and shall be screened. Setback requirements specified in this chapter shall apply to storage units.

(xxi) All electrical, gas and telephone utilities shall be placed underground in accordance with city standards. Provisions shall be made to provide sewer and water service to each mobile home in a manner which shall conform to all governing regulations, including the city technical specifications. Adequate fire protection shall be provided by installing fire hydrants which conform to all governing regulations, including the city technical specifications.

(xxii) Trash and recycle collection receptacles shall be provided and properly screened from view.

(xxiii) Provisions shall be made for off-street camper and boat storage either adjacent to the mobile homes or in a central location or locations. One hundred square feet shall be provided for each mobile home site. Covenants

3012 or other binding restrictions prohibiting said storage may be provided in lieu
3013 of said storage space.

3014 (xxiv) Provisions to maintain and manage all common facilities shall be submitted
3015 for approval by the Planning Commission and Board.

3016 (xxv) Adequate stormwater control is required per city technical specifications.

3017 f. Additional Requirements

3018 (i) The overnight housing and occupancy of travel trailers, motor homes, truck
3019 campers, recreation vehicles, tents and houseboats within a mobile home
3020 community is prohibited.

3021 (ii) Bonding, or some guarantee in a form acceptable to the city attorney may be
3022 required to guarantee performance for the construction of the site
3023 improvements.

3024 (iii) If, in the process of reviewing the application for the mobile home
3025 community, the Planning Commission or the Board deem it necessary to
3026 apply other conditions of approval more restrictive than those outlined
3027 herein, such conditions may be required to make the use more compatible
3028 with either the existing or proposed environment.

3029 (iv) Unless specifically approved elsewhere in this Code, the parking of a mobile
3030 home on a parcel not located within a mobile home community is prohibited.

3031 (v) Application procedures shall conform to the procedures defined in the
3032 subdivision regulations of the city.

3033 (vi) Any communal swimming pool, clubhouse, bathhouse, or other public place
3034 within the mobile home community district boundaries shall meet the city
3035 and state health codes, rules and regulations.

3036 **(b) Commercial Uses**

3037 **(1) Food Truck Court**

3038 a. Site plan approval is required for the establishment of a food truck court. In addition
3039 to the standard site plan requirements, the application shall also identify: the location
3040 and orientation of each food truck; the location of any seating areas, restrooms,
3041 parking, landscaping, trash enclosures, and utilities; the circulation of all pedestrian
3042 and vehicular traffic on the site; and the location and type of water supply and
3043 electrical outlets provided to each food truck site.

3044 b. Shall contain a minimum of four and a maximum of eight food trucks.

3045 c. All components shall comply with the underlying zoning district setbacks.

d. Food trucks shall be parked so as to require patrons to walk up to the vending window. Vendors shall not position the food truck to act as a drive-thru business nor solicit business from pedestrians or persons in vehicles or sell to persons in vehicles.

e. The sale of alcoholic beverages is prohibited.

f. Seating shall be provided at a rate of six seats per food truck.

g. Permanent restroom facilities shall be provided and shall be required based on the requirements of this Code.

h. A minimum of two tie-down anchors with concrete footings shall be provided for each food truck.

i. Trucks requiring kitchen exhaust hoods shall be equipped with automatic fire suppression.

j. A 1000-gallon grease interceptor shall be provided for each four food trucks in compliance with City's Fats, Oils and Grease Management Program.

k. Proper waste, water and power connections based on the requirements of this Code for each food truck shall be provided in precast concrete vaults, with traffic worthy lids.

l. Shall provide one trash receptacle and one recycling receptacle for each food truck in a convenient location which does not impede pedestrian or vehicular traffic. Additionally, a trash enclosure shall be provided as required per this Code.

m. Signage located on or inside a food truck shall be allowed. All signs must be secured and mounted against the food truck, and may not project more than six inches from the exterior of the food truck. One temporary A-frame sign, as regulated in this Code, shall be permitted per food truck, to be displayed within ten feet of the truck.

(2) Adult Entertainment

a. The following uses of property are considered adult entertainment activities, and may be located only in districts zoned D as a special use: adult bookstore, adult entertainment facility, bathhouse, massage establishment, modeling studio.

b. No adult bookstore, adult entertainment facility, bathhouse, massage establishment or modeling studio shall be permitted within 600 feet of any religious institution, school, or public park, or any property zoned for residential use. Such distance shall be measured in a straight line without regard to intervening properties from the closest exterior structural wall of the adult entertainment establishment to the closest property line of the religious institution, school, or public park, or the property zoned for residential use.

c. No adult entertainment establishment shall be allowed to locate or expand within 600 feet of any other adult entertainment use or of any business licensed to sell or

serve alcoholic beverages whether or not such business is also an adult entertainment establishment as defined in this article. The distance between any two adult entertainment establishments or between an adult entertainment establishment and a business selling or serving alcoholic beverages shall be measured in a straight line without regard to intervening structures from the closest exterior structural wall of each business.

d. All access to and from the adult entertainment establishment shall be provided from a street classified as a thoroughfare.

e. The property on which such use is located shall have a minimum of 100 feet of street frontage.

f. The property on which the use is located shall be screened by solid masonry wall, at least six feet in height along all interior property lines.

g. The facility on which the use is located, and the parking for such facility, shall have a front yard setback of 20 feet, a side yard setback of ten feet, and a rear yard setback of ten feet.

h. The facility in which the use is located shall be designed in such a fashion that all openings, entries and windows prevent view into such facilities from any pedestrian sidewalk, walkway, street or other public area. No adult entertainment activity shall take place partially or totally outside the adult entertainment establishment.

i. The facility in which such a use is located shall be limited to one wall-mounted sign no greater than one square foot of sign per linear foot of wall length, not to exceed a total of 50 square feet; said signs shall not flash, blink or move by mechanical means and shall not extend above the roofline of the building. Further, no merchandise or pictures of products or entertainment on the premises shall be displayed in window areas or any area where such merchandise or pictures can be viewed from the sidewalk in front of the building. No flashing lights and/or lighting which leaves the impression of motion or movement shall be permitted.

j. Lighting in the parking area must provide a minimum light level of 0.25 footcandle over the entire parking area, but in no point shall the light level exceed 3.0 footcandles, nor shall any increase in light levels or visible glare be permitted at the parcel line.

k. The hours of operation will not exceed 8:00 AM to 12:00 midnight on Sunday through Thursday; and 8:00 AM to 1:00 AM on Friday and Saturday.

(c) Industrial Uses

(1) Outdoor Storage

Any such goods kept outside which are not within the definition or limitations for incidental outdoor display, or outdoor display lots, shall be regarded as outdoor storage. Outdoor storage shall include the parking/storage of vehicles to be serviced at a collision

service or towing/wrecker service use and all parking/storage of vehicular equipment, such as farm or construction machinery or equipment and commercial delivery vehicles. The placement of storage vaults or shipping containers shall be regarded as outside storage, except as may be otherwise permitted herein.

a. Primary Outdoor Storage Yard

Primary outdoor storage yards shall be permitted with a special use permit in the CC, B, and I districts. A primary outdoor storage yard shall mean storage that: (1) constitutes a principal use on the premises or is conducted without a permanent building on the premises, (2) utilizes more than 33 percent of the premises, or (3) otherwise exceeds the limitation of an accessory storage area. Modification of the conditions set out below may be specified as part of the approval of a special use permit, if noted on the application and required notification, when it is determined that the storage can be accommodated in a modified manner without adverse impacts on adjacent properties and that such storage will still meet the general intent of the limitations.

b. Commercial/Utility Vehicles

Regular parking for commercial and utility vehicles shall be located in service areas that are designed as follows and screened as necessary to meet these standards:

(i) All service areas shall be placed at the rear, on the side of, or inside buildings.

(ii) No service area shall be visible from a public right-of-way or from adjacent residential areas.

(iii) Service areas and access drives shall be located so they do not interfere with the normal activities of building occupants or visitors on driveways, walkways, in parking areas or at entries.

c. Required Conditions

All outdoor storage, including outdoor storage as an accessory use, shall comply with the following conditions.

(i) Type of Materials: storage shall be limited to goods and materials customarily stored outside and resistant to damage and deterioration from exposure to the elements.

(ii) Location: Outdoor storage shall not be located in any required front or exterior side yard; shall not obstruct or eliminate any required parking or loading space, access drive or fire lane; or occupy any street right-of-way.

(iii) Height: Storage of stacked materials shall not exceed the height of the screening fence or eight feet, whichever is less. Individual items of greater height may be stored, but may not exceed one-half the height of the principal building.

(iv) Screening: All outdoor storage shall be screened by a permanently maintained solid fence at least six feet in height along any side facing a front or exterior side property line, any side facing a rear or interior side property line which is adjacent to a district which does not allow outdoor storage as a permitted use, or any other side generally open to public view. Fencing for this purpose shall be designed of wood or masonry, provided that chain link with slat inserts may be used if all openings are blocked by slats having a width which is no less than 1/4-inch smaller than the width of the opening.

(v) Surfacing: Storage areas shall be surfaced as follows:

(i) Storage of goods and materials shall be conducted only on a paved surface or an approved all-weather surface of crushed rock which is maintained in a dust-free condition.

(ii) The storage of vehicles, trailers, and equipment which is normally intended to be mobile, whether self-propelled or towed, shall be conducted only on an approved asphalt or concrete surface which is provided in accordance with the requirements for parking areas.

Sec. 94-48 Accessory Use Standards

(a) Purpose

This section authorizes the establishment of accessory uses that are incidental and customarily subordinate to principal uses, provided that the accessory use complies with all applicable standards in this section.

(b) Approval of Accessory Uses and Structures

All principal uses allowed in a zoning district shall be deemed to include those accessory uses, structures and activities typically associated with the use, unless specifically prohibited in this Code. No accessory use may be established prior to establishment of the principal use with which such accessory use is associated. All accessory uses shall be subject to the standards in this section, as well as any use-specific standards applicable to the associated principal use as set forth in this chapter.

(c) Interpretation of Unidentified Accessory Uses and Structures

The planning and development director shall evaluate applications for accessory uses that are not identified in this section on a case-by-case basis, based on the following standards:

(1) The definition of "accessory use" in this chapter, and the general accessory use standards and limitations established in this section;

(2) The purpose and intent of the district in which the accessory use is located;

(3) Potential adverse impacts the accessory use or structure may have on other lots, compared with other accessory uses permitted in the district; and

(4) The compatibility of the accessory use with other principal and accessory uses permitted in the district.

(d) General Standards

All accessory uses and structures shall comply with the following general standards:

(1) Compliance with this Code

a. All accessory uses and structures shall be subject to the dimensional requirements of the zone district in which they are located. In the case of any conflict between the accessory use/structure standards of this section and any other requirement of this Code, the more restrictive standards shall control.

b. Accessory uses shall comply with all standards of this Code applicable to the principal use with which they are associated. Parking requirements shall be met for both the principal use and any accessory use.

(2) Location

The accessory use or structure shall be conducted or located on the same lot(s) as the principal use, and to the rear of the primary structure, unless otherwise approved by the planning and development director. No accessory structure shall be located within ten feet of the site's principal structure unless otherwise specified in this section. When located to the rear of the primary structure, accessory buildings need not comply with the side or rear setback lines applicable to the primary structure, provided that the accessory building is not located closer than ten feet from any alley and not closer than five feet from any property line.

(3) Size and Quantity

The maximum total size of accessory buildings shall be 800 square feet unless approved by special use permit. No accessory building shall exceed the height of the site's principal structure unless otherwise specified in this chapter.

(4) Same Utility Meter Required

The principal use and the accessory use shall utilize the same utility meter, with the exception of approved on-site employee housing.

(5) Non-Residential Uses in Residential Districts

Accessory buildings in residential districts shall not be used to conduct a retail business, commercial business or repair business.

(e) Standards Applicable to Specific Accessory Uses

Note: the standards in this section are listed alphabetically by use; they do not follow the organization of the use table.

(1) Amusement Parlor/Arcade

a. There shall be no outdoor advertising or signing of the accessory use.

b. The floor area devoted to the accessory use shall not impinge or obstruct normal pedestrian traffic within the building, and shall not exceed 20 percent of the public floor area of the primary business.

c. No additional parking shall be required.

(2) Community Garden

Hoop houses, cold frames or other accessory structures used solely for growing plants are permitted, and are exempt from the maximum floor area of all accessory structures, provided that the total size of such temporary structures does not exceed one thousand (1,000) square feet or 15 percent of the lot area, or whichever is greater, and that it is a temporary structure. A temporary use permit is not needed for accessory community garden structures.

(3) Eating and Drinking

a. Outdoor Seating, on-site

Eating and drinking establishments allowed under this Code may provide outdoor seating areas, including rooftop seating, for customers following design review and issuance of a liquor license where applicable. The approval of outdoor seating shall be reviewed against the following criteria:

(i) Outdoor customer seating areas are subject to all applicable building setback requirements, and must abut the building wall or roof area of the principal building;

(ii) Outdoor seating areas may not occupy required parking spaces or parking area access aisles;

(iii) An outdoor seating area exceeding 10% of the indoor building floor area is counted as floor area for purposes of determining off-street parking and loading requirements; and

(iv) When outdoor seating is located on a lot abutting a residential district, noise emanating from any outdoor seating areas may not exceed 65 db(A), as measured long the common lot line at the top of the required screening wall or fence

(v) In approving outdoor seating, the planning and development director or Planning Commission may impose reasonable conditions relating to location, configuration, lighting and other operational features of the use to ensure compatibility with surrounding uses, maintenance, sound and compliance with other applicable city codes.

3260 **b. Sidewalk Cafe**

3261 May be permitted under the following conditions:

3262 3263 3264 (i) The area of occupancy must be abutting and contiguous to the restaurant in which food preparation, sanitation and related services for the sidewalk cafe will be performed.

3265 3266 3267 (ii) A sidewalk cafe may not be enclosed by fixed walls, unless such walls are necessary to comply with requirements to serve alcohol, and shall be open to the air, except that it may have a canopy.

3268 3269 (iii) There shall be unimpeded sidewalk remaining for pedestrian flow from the face of the curb and the area of temporary occupancy.

3270 3271 (iv) The sidewalk cafe shall be located a minimum of five feet from driveway and alleys, and ten feet from intersections.

3272 3273 (v) All curbs, alleys, sidewalks and public rights-of-way adjacent to such occupation shall be kept in a clean and orderly condition.

3274 **(4) Off-Premise Contacts (OPC)**

3275 3276 a. Shall be located inside a building of the principal use, and no larger than 100 square feet of floor area.

3277 **(5) On-site employee housing**

3278 3279 3280 3281 3282 3283 3284 An on-site employee housing unit for a commercial or industrial business is an accessory use located on the same property as the commercial or industrial business, which is used to house persons employed by the owner of that business. On-site employee housing units for commercial and industrial businesses are permitted in the CC, ENT and B districts. These on-site employee housing units can either be incorporated into a commercial or industrial building, or located in a separate, freestanding structure on the same property as the primary structure.

3285 **(6) Outdoor Storage**

3286 3287 3288 3289 3290 3291 Accessory outdoor storage may be permitted with a special use permit in the CC, B and I districts. Accessory outdoor storage shall mean storage that is accessory to a lawful business in a permanent building on the premises that is conducted in accordance with the limitations and conditions set out in the special use standards for outdoor storage, and which covers a maximum of 33 percent of a premises. All other outdoor storage shall be classified as a primary outdoor storage yard.

3292 **(7) Sidewalk Display**

3293 3294 The accessory outdoor display of wares shall be subject to site plan review, and shall meet all of the following requirements:

a. Shall be located within the property limits of the business from which it is being sold;

b. Shall not extend beyond the front of that business's building frontage;

c. Shall not extend more than ten feet outward from the front of the business's building;

d. Shall not be placed within, or interfere with any parking area or space(s);

e. Shall not block any sight triangle or the view of on-coming traffic;

f. Shall not block any pedestrian way and a minimum clearance width of three feet shall be provided;

g. Shall not be hung resulting in a clearance less than eight feet above a pedestrian way; and

h. Any display with moving parts shall not come into contact with pedestrians if there is any potential to cause harm, including movement driven by the movement of air or by mechanical or electrical means.

Sec. 94-49 Temporary Use Standards

(a) Purpose

This section allows for the establishment of certain temporary uses and structures of limited duration, provided that such uses comply with the standards in this subsection, and are discontinued upon the expiration of a set time period. Temporary uses shall not involve the construction or alteration of any permanent building or structure.

(b) Use Table for Temporary Uses and Special Events

Temporary uses may be approved in the following districts:

Table 94-49.1: Temporary Uses

T = Temporary Use Permit

Use Type	LDR, CON, A	MDR	HDR	NC	MU	CC	Downtown	ENT	Business	Industrial	Occurrence per Parcel per Year	Days per Occurrence	Use Stand.
Charitable Drop Box				T	T	T	T				One year permit, renewable		94-49(d)(1)
Construction Field Office/ Storage Yard	T	T	T	T	T	T	T	T	T	T	Up to 3 year permit		94-49(d)(2)
Farmer's Market				T	T	T	T	T			52	1 consecutive	94-49(d)(3)
Food Truck				T	T	T	T	T	T	T	52	1 consecutive	94-49(d)(4)

Table 94-49.1: Temporary Uses

T = Temporary Use Permit

Use Type	LDR, CON, A	MDR	HDR	NC	MU	CC	Downtown	ENT	Business	Industrial	Occurrence per Parcel per Year	Days per Occurrence	Use Stand.
Garage/Yard/ Estate Sale	T	T	T	T	T						3, not more than once every 60 days	4 consecutive	94-49(d)(5)
Outdoor Sales/ Promotional Event					T	T	T	T			7	5 consecutive	94-49(d)(6)
Portable Storage Unit	T	T	T		T	T	T	T	T	T	2 per address	Up to 30, unless a valid building permit exists	94-49(d)(7)
Public Event on Private Property	T	T	T	T	T	T	T	T	T	T	5	3 consecutive	94-49(d)(8)
Recycling Drop-Off Center				T	T	T	T		T	T	One year permit, renewable		94-49(d)(9)
Searchlight							T	T			10	1 consecutive	94-49(d)(10)
Seasonal Sale					T	T	T	T			2	Up to 30	94-49(d)(11)
Temporary Office Facility					T	T	T	T	T	T	Up to 3 year permit		94-84(d)(12)
Temporary Vehicle Wash			T	T	T	T			T		4	1 consecutive	94-84(d)(13)

(c) General Standards for all Temporary Uses and Structures

All temporary uses shall be subject to the issuance of a temporary use permit, and shall meet the following general requirements, unless otherwise specified in this Code:

(1) Impact on Subject Property and Surrounding Properties and Uses

a. The temporary use shall not be detrimental to property or improvements in the surrounding area, or to the public health, safety or general welfare.

b. Permanent alterations to the site are prohibited.

c. If the property is undeveloped, it shall contain sufficient land area to allow the temporary use to occur, as well as any parking and traffic circulation as required that may be associated with the temporary use, without disturbing sensitive or protected resources including required buffers, 100-year floodplains, river protection setbacks, and required landscaping. At the conclusion of the temporary use, or at expiration of the permit, whichever occurs first, all disturbed areas of the site shall be restored or improved to the condition that existed prior to the use.

d. If the property is developed, the temporary use shall be located in an area that is not actively used by an existing approved principal use, and that would support the proposed temporary use without encroaching or creating a negative impact on existing buffers, open space, landscaping, traffic movements, pedestrian circulation, or parking space availability.

e. Off-street parking shall be adequate to accommodate the proposed temporary use.

f. Trash containers shall be provided on site for debris, and all waste from the permitted use shall be properly disposed of.

g. The size, nature or location of the temporary use is not reasonably likely to cause a clear and present danger of injury to persons and property.

(2) Compliance with Applicable Regulations

a. The temporary use shall comply with all applicable general and specific regulations of this section, and this Code, unless otherwise expressly stated.

b. Temporary uses are only permitted on private property with the written permission of the property owner.

c. All temporary signs associated with the temporary use shall be properly permitted and removed when the activity ends or the permit expires, whichever occurs first.

d. The temporary use shall not violate any applicable conditions of approval that apply to a principal use on the site.

e. The applicant or operator must obtain any other required permits, such as health or building permits prior to the commencement of the temporary use.

f. Tents and other temporary structures shall be located so as not to interfere with the normal operations of any permanent use located on the property, shall be anchored, and meet all requirements of the Code.

(d) Supplemental Temporary Use Standards

(1) Charitable Drop Box

a. Permitted on property zoned NC, MU, CC or D only.

b. Shall be separated by a distance of at least 500 feet.

c. Shall not obstruct pedestrian or vehicular circulation, nor be located in required building setbacks, landscape areas, drive aisles, required parking spaces, fire lanes, loading zones, buffers or any other location that may cause hazardous conditions, constitute a threat to the public safety, or create a condition detrimental to surrounding land uses.

d. Shall be constructed of painted metal, rubber, wood or plastic, and shall be properly maintained in a safe and good condition. Each drop box shall have a firmly closing lid, and shall have a capacity no greater than six cubic yards. No drop box shall exceed seven feet in height.

e. Shall be clearly marked to identify the specific items and materials requested to be left for donation, the name of the operator or owners of the donation container, the entity responsible for maintenance of the drop-off box and removal of materials and trash from the immediate area, and a telephone number where the owner, operator or agent of the owner or operator may be reached at any time. The box shall display a notice stating that no items or materials shall be left outside of the donation drop-off box as well as a notice that shall read "Not for refuse disposal. Liquids are prohibited. Do not use for garbage, candy wrappers, soft drink bottles, etc."

f. Occupation of parking spaces by drop boxes shall not reduce the number of available parking spaces below the minimum number required for the site if applicable.

g. All donated items must be collected and stored in the drop box. Donated items or materials shall not be left outside of drop box, and the area around each box shall be maintained by the owner or operator, or the property owner, free of litter and any other undesirable materials.

(2) Construction Field Office, Construction Storage Yard

a. In the residential districts, and for residential construction in a mixed-use district:

(i) This use is limited to on-premise construction purposes associated with the properties within the same platted subdivision.

(ii) The planning and development director may order the use to be discontinued and in no event shall such temporary use continue after subdivision construction is 90 percent complete.

b. In the commercial and industrial districts and for commercial construction in a mixed-use district:

(i) This use is limited to on-premise construction purposes associated with the properties within the same platted subdivision.

(ii) The planning and development director may order the use to be discontinued and in no event shall such temporary use continue after construction is substantially complete.

(iii) Sheds, warehouses and open air storage used by contractors in connection with the building of a principal building or the development of an area may be erected and used provided they shall be removed from the premises within ten days after substantial completion of the project or unusual suspension of work.

c. The authorization of extended use of construction trailers except to facilitate ongoing construction upon the premises may be granted by the planning and development director subject to the following conditions:

(i) Adequate utilities are connected to construction trailers.

(ii) No construction trailer shall be closer to any public road than 150 feet. However, if, for safety reasons, topography or size of the property prohibits the required 150 feet from any public road, a reduction of the distance may be approved by the planning and development director, but in no case shall the construction trailer be closer than 25 feet from any public road.

(iii) Temporary use permits shall be issued for not to exceed six months. One extension of the temporary use permit may be approved by the planning and development director upon written request from the applicant, not to exceed an additional six months.

(iv) Any extension of the construction trailer after the first year must be approved by the Planning Commission. The Planning Commission may extend the use of the construction trailer for one year. After the first year, the Planning Commission may continue to allow for the continued use of the construction trailer at one-year intervals.

(3) Farmer's Market

a. Number of Vendors - limited to a maximum of 25 agricultural vendors, and up to five non-agricultural vendors; only one non-agricultural vendor is allowed for every five vendors of agricultural products.

b. Operating Hours - shall only operate, including any setup or breakdown activities, a total of 12 hours per day between the hours of 7:00 AM and 10:00 PM.

c. Maximum Area - shall not occupy an area larger than 20,000 square feet, and shall meet the zone district required setbacks and off-street parking.

d. Operating Rules - Each farmer's market shall have an established set of operating rules addressing the governance structure of the market, hours of operation, maintenance, insurance, security requirements and responsibilities, and appointment of a market manager who directs the operation of all vendors.

3429 **(4) Food Truck**

3430 **a. Site Standards**

3431 (i) Shall not conduct business or operate in the public right-of-way.

3432 3433 (ii) Shall be limited to one per parcel unless approved as part of a special event or a food truck court.

3434 3435 3436 3437 (iii) Shall be located at least 100 feet from any restaurant, outdoor dining area, and other establishment which sells or offers food (such as a grocery store, amusement park, lodging establishment, concession stand, etc.) unless permission has been given by the property owner.

3438 3439 (iv) Shall not operate within 500 feet of the parcel boundary of any primary or secondary school on days when the school is in session.

3440 3441 (v) Shall be located at least 20 feet from fire hydrants, utility boxes, mailboxes and traffic control boxes.

3442 3443 (vi) All measurements shall be made by the city from the closest point on a food truck to the closest point on the relative building, object or parcel boundary.

3444 3445 3446 3447 3448 3449 (vii) Within a parcel containing an active use, food trucks shall be located within approved off-street parking spaces, not including required handicap parking spaces, or parking spaces required to fulfill the minimum requirements of the principal use, unless the hours of operation of the principal use do not coincide with those of the food truck. A minimum of two parking spaces shall be provided adjacent to the food truck.

3450 3451 (viii) Vending carts shall not operate within a vehicular use area or impede the safe movement of vehicular and pedestrian traffic.

3452 **b. Operation Standards**

3453 3454 (i) Shall not exceed 52 days per calendar year, and not more than 1 consecutive day per parcel. Vending carts may operate up to 365 days per calendar year.

3455 3456 (ii) Shall only operate between 7:00 AM and 11:00 PM, Sunday through Thursday, and 7:00 AM and midnight, Friday through Saturday.

3457 3458 (iii) Shall not solicit business from pedestrians or persons in vehicles, or sell to persons in vehicles.

3459 (iv) The sale of alcoholic beverages is prohibited.

3460 3461 3462 (v) Shall provide one trash receptacle and one recycling receptacle in a convenient location a maximum of three feet of the mobile food truck which does not impede pedestrian or vehicular traffic. All liter or debris generated

3463 within a minimum 25 foot radius of the food truck shall be collected and
3464 removed by the operator.

3465 (vi) No outdoor seating shall be allowed except on properties containing a
3466 restroom made available to the public with permission from the property
3467 owner. A maximum of 12 seats shall be allowed and shall be located within
3468 50 feet of the truck. All seating shall be removed when the food truck is not
3469 in operation.

3470 (vii) No accessory structures shall be allowed.

3471 (viii) Exterior lighting shall be provided to ensure the safety of patrons, and shall
3472 be so arranged so as to minimize illumination onto adjoining residential
3473 property and so as to prevent glare directed at vehicles on streets and alleys.

3474 (ix) One A frame sign, as regulated within this Code, shall be allowed within five
3475 feet of the food truck. No additional signage shall be allowed other than
3476 exhibited on, or inside the food truck. Such signs must be secured and
3477 mounted against the food truck, and may not project more than six inches
3478 from the exterior of the food truck.

3479 (x) Shall comply with the city's fats, oils and grease management program,
3480 including the location where the fats, oils and grease will be disposed of per
3481 this Code.

3482 c. **Private Catering**

3483 Food trucks may operate as a private caterer in any non-residential district in
3484 accordance with the following:

3485 (i) Service shall be limited to private guests of the catering event only. No walk-
3486 up customers shall be permitted.

3487 (ii) Payment shall occur directly between the catering event host and the food
3488 truck operator. No payment transactions shall occur for individual orders.

3489 **(5) Garage, Yard or Estate Sale**

3490 a. No person shall advertise, conduct, hold, carry on or permit any outdoor display or
3491 outdoor sale of used merchandise or other items of used personal property in any
3492 commercial district, unless such display or sale is as follows:

3493 (i) Antiques, used merchandise or other personal property which is part of the
3494 business's normal stock of inventory; or

3495 (ii) On the grounds of a dwelling used for residential purposes, permitted
3496 pursuant to subsection (b) of this section.

3497 b. No person shall advertise, conduct, hold, carry on or permit any home, garage, patio,
3498 yard or rummage sale on the grounds of, or within any dwelling within the city
3499 without a temporary use permit.

3500 c. No temporary use permit shall be issued by the planning and development director
3501 to any person or premises more often than once every 60 days, and the permit shall
3502 be subject to the limitations provided in this division; provided, however, that
3503 schools, churches and bona fide nonprofit organizations may carry on rummage sales
3504 with no restrictions as to number of or duration of the sales if the sale is held on
3505 school or church property.

3506 **(6) Outdoor Sale/Promotional Event**

3507 The temporary outdoor displaying of wares, including for temporary parking lot sales, shall only
3508 be permitted in the MU, CC, ENT, and D districts within the front or side parking area by temporary
3509 use permit provided the following conditions are met:

3510 a. Shall be located within the confines of the retailer's owned or leased property;

3511 b. A sub-lessee may not occupy a parking lot for the purpose of conducting independent
3512 sales activity;

3513 c. Shall be located at least 25 feet from all property lines;

3514 d. Shall not block any sight triangle or the view of on-coming traffic;

3515 e. No merchandise shall block any public pedestrian way, and a minimum clearance
3516 width of three feet from any public sidewalk shall be provided;

3517 f. No merchandise may be placed on landscaping, or within three feet of either side of
3518 a working doorway, or within 10 feet directly in front of a working doorway;

3519 g. Minimum off-street parking requirements shall be maintained if applicable;

3520 h. Merchandise shall not be hung resulting in a clearance less than eight feet above a
3521 pedestrian way. Additionally, any display with moving parts shall not come into
3522 contact with pedestrians if there is any potential to cause harm, including movement
3523 driven by the movement of air or by mechanical or electrical means.

3524 i. This section shall not apply to the sale of motor vehicles, trailers or boats; and

3525 j. Hours of operation shall coincide with the hours of operation for the principal use.

3526 k. All merchandise shall be secured during non-operational hours.

3527 **(7) Portable Storage Unit**

3528 a. A portable storage unit may be permitted on a residential premises subject to the
3529 following:

(i) A portable storage unit is intended to be used only for temporary storage. It is not intended to be used for long-term, on-site storage, and any such use in any zoning district is expressly prohibited.

(ii) The outside dimensions shall not exceed 16 feet in length, eight feet in width and nine feet in height.

(iii) The unit must be placed on a paved surface. Portable storage units are prohibited on city streets or within any street right-of-way.

b. A portable storage unit may be placed on a non-residential zoned premises provided:

(i) The unit is located in a manner which does not hinder pedestrian or vehicular access to the premises, and does not obstruct intersection sight distance.

(ii) In emergency situations, the planning and development director may extend the length of time a portable storage unit can be located on a site.

(8) Public Event on Private Property

a. These categories of temporary use may not be applied when any other temporary use standards are applicable. Event uses that include the use of public property are regulated as special events.

b. A temporary use permit is required when the public event on private property is anticipated to displace more than 10 percent of the required parking for an existing residential use, or 25 percent of the required parking for an existing non-residential use on the site.

(9) Recycling Drop-Off Center

a. The area used for recycling activities shall be limited to 500 square feet.

b. Recyclables may be deposited in refuse-type containers, storage igloos, kiosks or other containers.

c. No processing of the recyclables shall take place except for the depositing of materials and the collection of materials for transport to a different recycling center or other location for sorting and processing.

d. No household hazardous waste shall be accepted at a recycling center.

e. The proposed recycling center cannot remove the required parking for the existing use.

(10) Searchlight

a. A searchlight display is limited to two searchlights.

3562 b. No searchlight shall be illuminated at any time when the angle between its beam and
3563 the ground surface is less than sixty degrees, or illuminate any structure without
3564 permission from the owner.

3565 c. May not be located within 150 feet of a residential district.

3566 d. Shall only be operated between 5:00 PM and midnight.

3567 e. Shall not interfere with normal airport operations, and evidence shall be provided of
3568 FAA approval.

3569 f. There shall be no advertising located on any part of the searchlight or its supporting
3570 structure.

3571 g. Shall not pose a safety problem as determined by the planning and development
3572 director.

3573 **(11) Seasonal Sale**

3574 a. The use may only be located on a vacant lot, or on a lot occupied by a non-residential
3575 use. The use shall not operate as an accessory to a principal residential use on a lot.
3576 In addition, the use shall not be located on a lot which adjoins a residential use unless
3577 the lot is located on a major thoroughfare.

3578 b. The use shall be located on an arterial street classification or higher.

3579 c. The use shall not involve or require the construction of a permanent building. A
3580 portable building may be permitted on site, and shall be removed within 48 hours of
3581 the expiration of the temporary use permit. Where required for security purposes as
3582 identified by the city, a recreational vehicle may be parked on the site for the duration
3583 of the use; the recreational vehicle used for security purposes may not be used as a
3584 residence.

3585 d. Goods or merchandise displayed in conjunction with a seasonal sale shall not exceed
3586 nine feet in height.

3587 e. Any signage which identifies the use shall be in accordance with the temporary sign
3588 standards.

3589 f. Five off-street parking spaces shall be provided for the use.

3590 g. The use, including all sale items, parking and maneuvering shall observe a setback of
3591 25 feet from all property lines, and sale items shall not be located in the sight distance
3592 triangle.

3593 h. The operator is responsible for the removal of any vestige upon cessation of the
3594 seasonal sale, including signage.

i. Seasonal retail fireworks sales shall additionally comply with the regulations of this Code.

(12) Temporary Office

The authorization of a manufactured structure to be utilized in any district for commercial activities is subject to the following conditions:

a. Generally

A valid and active building permit shall be in place for the construction of a permanent business structure or residential development. Temporary office space may be approved by the planning and development director for a period of one year or less, and may be extended while a valid and active building permit remains in place.

b. Real Estate Sales Office

(i) This use may be located in a "Model Home" or a portable building within the subdivision.

(ii) The planning and development director may order the use discontinued and in no event shall such temporary use continue after subdivision sales are 90 percent complete.

(iii) The permit shall identify specifically what is to be sold (i.e., the lots, condominium, apartment units, or dwelling units), the total number to be sold by unit type, and the specific lots and block of the development.

(13) Temporary Vehicle Wash

a. Silt socks shall be placed as necessary to prevent the runoff of undesirable waste.

b. Biodegradable detergents shall be used.

Sec. 94-50 Special Events

(a) Permit Required

It shall be unlawful for any person to sponsor or knowingly participate in any special event without a special event permit issued by the planning and development director to the special event sponsor.

(b) Application for Permit

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

(2) The application for a special event permit shall be submitted to the planning and development director a minimum of 15 days prior to the event for review by staff. Exceptions to the 15-day requirement may be granted at the discretion of the planning and development director.

3628 (3) The application for a special event permit shall include:

3629 a. The name and contact information of the applicant, and for any persons acting as
3630 sponsors of the special event who will be responsible for its conduct, staging,
3631 presentation or organizing. If the applicant is a company, corporation or civic
3632 organization, then the name of the company, corporation or civic organization, and
3633 the names of its directors and officers and their contact information shall be included.

3634 b. The purpose or description of the event, and the estimated number of participants or
3635 those attending.

3636 c. The dates the event is to be held, and the time it is to commence and terminate,
3637 including setup and shutdown times.

3638 d. The location of the event, including a drawing or plan showing the entire location to
3639 be utilized by the event in relation to existing buildings, location within the parcel,
3640 drive areas, layout of parking areas, and the amount of space available for off-street
3641 parking.

3642 e. The specific streets, or portions thereof, to be closed, if any, for the event.

3643 f. A plan for, and description of the use of temporary signage.

3644 g. A public notification plan which shall notify members of the public who might
3645 reasonably be affected by the special event. The plan may consist of notification by
3646 postcard, signage, e-mail notification, published notification or a combination
3647 thereof.

3648 h. Whether alcoholic beverages will be allowed, provided or sold by vendors during the
3649 event, and the plan or description for such allowance or provision for the purpose of
3650 assessing city police, finance department, and county health department responses.

3651 i. A plan or description for the use of lighting, music, loudspeakers, a live band, or sound
3652 system, if any, during the event, and the type and location of speakers and other
3653 audio, and lighting equipment.

3654 j. The name and address of the security company, if any, engaged for the event, and a
3655 description of the duties to be performed.

3656 k. A plan or description for fire protection for the event, including a map specifying the
3657 location of 18-foot fire lanes, water supply for fire control and the use of tents.

3658 l. A plan or description for emergency medical services for the special event.

3659 m. A plan or description for the handling of food.

3660 n. A plan or description for the compliance with the city's fats, oils and grease
3661 management program, including the location where the fats, oils and grease will be
3662 disposed of per this Code.

o. A plan for the disposal of sanitary waste and sewage for the event, including toilet facilities, and the disposal of garbage, trash, and refuse.

p. A plan or description for the use or allowance of animals during, or as a part of the event.

q. A plan or description for compliance with the city's horse-drawn carriages for hire requirements per this Code, including the proposed route.

r. Compliance with this Code relating to business licenses for the event.

s. For events to be located upon, or require the closing or blocking of any street, alley, or road, or the use of any city-owned property or right-of-way areas, submission of an insurance policy in accordance with this Code. The policy shall not be canceled without 30 days' written notice to the city. The city shall be the named additional insured, and the event sponsor shall execute a hold harmless agreement indemnifying the city.

t. Any additional information which the planning and development director shall find reasonably necessary to make a fair determination as to whether a permit should be issued.

(c) Application for Permit Involving Closure of Streets

In addition to other provisions of this chapter:

(1) Any special event requiring the closure of streets or roadways within the city shall require approval given by the Board. Application for such an event must be submitted to the planning and development director a minimum of 90 days prior to the event for review by staff. Exceptions to the 90-day requirement may be granted at the discretion of the city administrator.

(2) Once staff has completed the review of the application, it shall be submitted to the Board. Approval given by the Board shall be in the form of a resolution, stating any specific requirements or restrictions to be followed.

(d) Issuance of Permit; Conditions; Transfer; Expiration

(1) Special event permits shall be granted or denied by the planning and development director, unless approval is required from the Board under this section, and shall contain terms and conditions as may be deemed necessary to ensure a neat, safe and orderly event in accordance with the terms of this section. Such terms may include specific locations in which possession and consumption of alcoholic beverages will be confined, and regulations concerning prohibited noises.

(2) Special event permits are not transferable, and shall expire at the close of the last date of the event for which the permit has been issued. Failure of the sponsors of the event to comply with the terms and conditions of a special event permit and the applicable ordinances and laws of the state shall immediately void the permit.

3700 (3) The planning and development director shall issue a special event permit as provided for in this section when, from a consideration of the application, upon the approval of the applicable city departments, including, without limitation, fire, police, and finance, and approval of the county health department, and from such other information as may otherwise be obtained, he finds that:

a. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its location unless approved by the police chief;

b. The conduct of the event will not require the diversion of so great a number of police officers of the city to properly police the event and the areas contiguous thereto as to prevent police protection to the city unless approved by the police chief;

c. The conduct of such event will not require the diversion of so great a number of ambulances or emergency medical services not otherwise provided for by the event sponsor as to prevent normal ambulance and emergency medical service to portions of the city other than that to be occupied by the proposed event and areas contiguous thereto;

d. The concentration of persons, animals and vehicles at the location of the event will not unduly interfere with proper fire and police protection or ambulance and emergency medical services to the area of the event and the areas contiguous thereto unless approved by the fire chief and police chief;

e. The conduct of such event will not interfere with the movement of firefighting equipment en route to a fire unless approved by the fire chief;

f. The conduct of the event, as provided for by the submitted application and plans, is not reasonably likely to cause or create any significant public health risks unless approved by the county health department;

g. The conduct of the event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance beyond the capacity of the police department to protect the general public or those participating in the event; and

h. Verification that the information contained in the permit application by the event sponsor is true and does not omit any material detail for the consideration of the factors listed in this section.

(e) Notice of Denial of Permit; Appeal Procedure

(1) The planning and development director shall act upon the application for a special event permit within ten business days after the date filed. If the planning and development director disapproves the application, the denial shall be mailed to the applicant, within ten business days after the date upon which the application was filed, a notice of the action, stating the reasons for the denial of the permit.

(2) Any disapproval of a special event permit application must first be reviewed by the city administrator.

(3) Any person aggrieved by the decision of the planning and development director shall have the right to appeal the denial of a special event permit to the Board. The appeal shall be filed with the city clerk no later than 30 days after the date of the notice issued by the planning and development director. The Board shall hear the appeal of the applicant as an agenda item at a Board meeting, not to exceed 30 days after its receipt by the city clerk.

(f) Alternative Permit

The planning and development director, in denying an application for a special event permit, may issue an alternative event permit for the conduct of the event on a date, at a time, at a place or in a manner different from that named by the applicant. Any applicant desiring to accept an alternate permit shall, within five business days after notice of the action of the planning and development director, file a written notice of acceptance with the planning and development director. An alternative special event permit shall conform to the requirements of, and shall have the effect of, a special event permit under this chapter.

(g) Modification or Rescission of Permit

(1) The planning and development director may modify or rescind any special event permit for good cause, including, but not limited to:

a. A determination that any representation or statements by the event sponsor contained in the event permit application are false or misleading in any material detail.

b. A determination of noncompliance by the event sponsor of any terms or conditions of the permit.

c. A determination that the event as applied for and described upon the submitted plans may pose an immediate threat to public health, welfare or safety due to reasons including, but not limited to, weather conditions, overcrowding, traffic considerations, or violations of this Code or the laws of the state by the event sponsor.

d. A determination that the event sponsor is in violation of any ordinance.

(2) The appeal from the decision to modify or rescind a special event permit by the planning and development director shall proceed in accordance with this section, relating to the issuance of notifications, times and procedures to be followed.

(h) Responsibility for Expenses Incurred by City

The special event sponsors, and any other individuals or organizations named in the permit, may be responsible for any expenses incurred by the city as a result of their event. The city may require a deposit or bond prior to the issuance of a special event permit.

3774 **(i) Period of Operation; Duration**

3775 (1) Events shall take place only between the hours of 7:00 AM and 11:00 PM, Sunday through
3776 Thursday, and 7:00 AM and 11:59 PM, Friday through Saturday. Exceptions may be
3777 granted at the discretion of the director of planning and development or Board.

3778 (2) Permits shall be valid for a maximum of five days within a consecutive 14-day period. A
3779 repeat special event shall not occur more frequently than once every 60 days. Exceptions
3780 may be granted at the discretion of the planning and development director or the Board.

3781 **(j) Duty to Restore Event Location**

3782 (1) Special event sponsors shall be responsible for the cleaning and restoration of the
3783 location the event occupies, or causes debris or litter upon, within 48 hours of the
3784 conclusion of the event, or at such other time as may be set forth in the permit, to the
3785 condition which existed prior to the event, and shall provide waste disposal receptacles
3786 and toilet facilities for use of those attending the event.

3787 (2) Special event sponsors may be required to submit to the planning and development
3788 director a deposit for the cleaning and restoration of areas adjacent to the special event
3789 location by the public works department.

3790 **(k) Exempt Events**

3791 Any event sponsored by the city, as well as any emergency services program, military exercise
3792 simulation, funeral process, picketing, training drill, activities held inside a building or facility intended for
3793 such activities, or any governmental agency acting within the scope of its functions, shall be exempt from
3794 complying with the requirements of this chapter.

3795 **(l) Temporary Events**

3796 Any activity or event defined as a temporary event, or regulated in this chapter, shall not be
3797 considered a special event.

3798 **(m) Event Advertising**

3799 (1) Event signage shall comply with this Code.

3800 (2) Generally

3801 a. Temporary signage shall not be installed without an approved temporary sign sticker
3802 from the planning and development department.

3803 b. Weathered or torn temporary signs shall not be permitted, and the planning and
3804 development director may remove any temporary sign in violation of this subsection.

3805 c. Temporary signage shall not block any line of sight, and shall not be located within a
3806 right-of-way.

d. Depending on the location of the temporary signage, special restrictions may apply, including, but not limited to, restricted distance from the right-of-way or pavement, and restricted angle of the temporary signage facing the road.

e. Temporary signage shall be installed for a maximum of seven days, in addition to the days of the special event, and a maximum of two days after the special event. Each special event may have a maximum of ten off-premises yard signs and five off-premises banner signs.

Sec. 94-51 Nonconformities

(a) Nonconforming Uses

Where at the time of passage of this chapter lawful use of land exists which would not be permitted by the regulations imposed by this chapter or amendments to this chapter, the use may be continued so long as it remains otherwise lawful, provided:

(1) No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of the ordinance from which this chapter is derived.

(2) No such nonconforming use shall be moved, in whole or in part, to any portion of the parcel other than that occupied by such use at the effective date of adoption or amendment of the ordinance from which this chapter is derived.

(3) If any such nonconforming use of land ceases for any reason for a period of more than 12 months, any subsequent use of such land shall conform to the regulations specified by this chapter for the district in which such land is located.

(4) No additional structure not conforming to the requirements of this chapter shall be erected in connection with such nonconforming use of land.

(b) Nonconforming Structures

Where a lawful structure exists at the effective date of adoption, or amendment of the ordinance from which this chapter is derived that could not be built under the terms of this chapter by reason of restrictions on area, parcel coverage, height, yard, site location on the parcel, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

(1) No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.

(2) Should such nonconforming structure or nonconforming portion of structure be destroyed by any means to any extent of more than 50 percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.

(3) Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

(c) Nonconforming Uses of Structures and Land in Combination

If lawful use of structure and land in combination exists at the effective date of adoption or amendment of the ordinance from which this chapter is derived that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following:

(1) No existing structure devoted to a use not permitted by this chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.

(2) Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of the ordinance from which this chapter is derived, but no such use shall be extended to occupy any land outside such a building.

(3) If no structural alterations are made, any nonconforming use of a structure and land may as a special exception be changed to another nonconforming use provided that the Board of Adjustment, either by general rule or by making finding in the specific case, shall find that the proposed use is equally appropriate, or more appropriate to the district than the existing nonconforming use. In permitting such change, the Board of Adjustment may require appropriate conditions and safeguards in accordance with the provisions of this chapter.

(4) Any structure and land in combination, in which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the nonconforming use may not thereafter be resumed.

(5) When a nonconforming use of a structure and land in combination is discontinued or abandoned for six consecutive months, or for 18 months during any three-year period (except when government action impedes access to the premises), they shall not thereafter be used except in conformity with the regulations of the district in which it is located.

(6) Where nonconforming use status applies to a structure and land in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land.

(d) Repairs and Maintenance

(1) On any nonconforming structure, or portion of a structure containing a nonconforming use, work may be done in any period of 12 consecutive months on ordinary repair or replacement of nonbearing walls, fixtures, wiring or plumbing to an extent not exceeding ten percent of the current replacement cost of the nonconforming structure or portion of the structure as the case may be, provided that the cubic content existing when it became nonconforming shall not be increased.

(2) If a nonconforming structure or portion of a structure containing a nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored or rebuilt except in conformity with the regulations of the district in which it is located.

(3) Nothing in this chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

(e) Special Use Provisions Not Nonconforming Uses

Any use which is permitted as a special use in a district under the terms of this chapter (other than a change through Board of Adjustment action from a nonconforming use to another use not generally permitted in the district) shall not be deemed a nonconforming use in such district, but shall without further action be considered a conforming use.

(f) Annexed Property

When territory, which is the subject of a current Division I, Division II or Division III permit previously issued by the county, is annexed into the city, such territory shall be deemed zoned within the city in accordance with the land use authorized under such Division I, Division II or Division III permit. Following annexation, such territory shall be developed in accordance with all applicable zoning regulations of the city.

Sec. 94-52 Reserved

Sec. 94-53 Reserved

Sec. 94-54 Reserved

Article V OFF-STREET PARKING

Sec. 94-55 Purpose

The purpose of this section is to promote safe access, and to regulate the amount and location of vehicle parking and maneuvering areas in order to promote a more efficient use of land, enhance urban form, encourage the use of alternative modes of transportation, provide for better pedestrian movement, and protect air and water quality. The provisions of this section are intended to:

(a) Prevent and alleviate the congestion of public streets;

(b) Encourage the incorporation of alternative modes of transportation by emphasizing pedestrian circulation, and establishing requirements for bicycle parking;

(c) Minimize the detrimental effects of vehicular use areas on adjacent properties;

(d) Promote the health, safety and public welfare by establishing maximum requirements for off-street parking and loading areas; and

(e) Limit parking to encourage more compact, walkable developments.

Sec. 94-56 Applicability and Location

(a) Scope of Regulations

(1) Off-street parking space shall be provided for all new buildings and structures, for changes in use which increase the capacity, available gross floor area, intensity of use, or other unit of measurement specified herein, and for additions to existing structures.

(2) The term "addition" as used in this subsection shall include any alteration intended to enlarge or increase capacity by adding or creating dwelling units, guestrooms, floor area or seats.

(3) Any building completed, and in use at the time of passage of the ordinance from which this article is derived, shall not be required to furnish any additional parking spaces that may be required by this chapter. When the intensity of use of a structure is in any way increased, all restrictions of this article shall pertain.

(4) Accessory off-street parking and loading facilities in existence on the effective date of this Code, and located on the same lot as the building or use served, shall not hereafter be reduced below the requirements of this section for a similar new building or use. If such existing facilities are already below the required amount, they shall not be hereafter further reduced.

(b) Location of Parking

(1) Generally

a. Parking spaces required for dwellings shall be located on the same parcel, or site, as the main dwelling, and located either in a garage or on a paved driveway or parking area.

b. New parking spaces created in residential districts after the effective date of these regulations shall not occupy any part of any required front yard except for the driveway. Parking on a non-paved surface in the front yard shall be prohibited.

c. Parking in commercial and mixed-use districts shall be located to the side or rear of the primary structure. One double-loaded row of surface parking may be allowed between the front of a commercial structure and the front setback provided 50% additional landscaping is provided pursuant to this chapter.

d. Parking spaces shall be reserved for the sole use of the occupants and employees of the building and their visitors. However, churches, theaters, stadiums, auditoriums and other similar places of assembly may make arrangements for joint use of parking space with other uses herein specified.

(2) Structured Parking

The off-street parking required by this article may be located in a parking structure, whether on the same or on a different lot than the uses which it serves. Such structure shall be subject to the following:

a. Ground floor parking provided in a parking structure shall be landscaped and screened, insofar as practicable, from surrounding uses and from public view. In addition, for uses located on the same lot as the structure, the conditions required for shared parking shall apply. For uses located on a different lot as the structure, the conditions required for off-site parking shall apply.

b. Parking structures with ground floors that are not completely wrapped with commercial, office, institutional, public uses or civic uses on the side facing an intersection (except sides abutting alleys) shall not:

(i) Abut street intersections or public/civic use areas, or

(ii) Occupy sites that are the terminus of a street vista.

(c) Off-Site Parking

All off-street parking areas for any use shall be provided on the same lot as the use it serves. However, parking may be allowed on another lot where there are practical difficulties in the location of the parking area or if public safety or public convenience, or both, are better served by a remote location. Off-site parking shall be approved by the planning and development director, and shall comply with the following standards:

(1) Same Ownership

The parking area is located on land under the same ownership as the use it serves, or a recorded easement in perpetuity that has been established for the use of an off-site location for parking and filed with city clerk and county recorder.

(2) Distance Between Off-Site Parking Area and the Proposed Use

a. Off-site parking for multiple-family dwellings shall not be located more than 200 feet from any normally used entrance of the principal use served.

b. Off-site parking for non-residential or mixed uses shall not be located more than 300 feet from any normally used entrance of the principal use served.

c. The above distances shall be measured along the shortest legal, practical walking route. This route may include crossing a right-of-way provided it uses a legal crosswalk.

(3) No Undue Hazard

The off-site parking area shall be convenient to use without causing unreasonable:

a. Hazard to pedestrians,

b. Hazard to vehicular traffic,

c. Traffic congestion,

d. Interference with commercial activity or convenient access to other parking areas in the vicinity,

e. Detriment to the appropriate use of business lands in the vicinity, or

f. Detriment to any abutting residential neighborhood.

Sec. 94-57 Off-Street Parking Standards

(a) Computation of Required Off-Street Parking Spaces

(1) Fractions

When measurements of the number of required parking spaces result in fractions, the space standard shall be rounded upward to the next highest whole number.

(2) Different Use Areas

Except as provided for in this section, parking shall be calculated separately for each different use area in a building or on a site, including all accessory uses.

(3) Combinations of Uses

If the planning and development director determines that a proposed use represents a combination of uses listed in Table 94-54.1, Off-Street Parking Standards, the parking space standards shall be those that would apply if the two (or more) uses were developed separately, unless the planning and development director determines that a lower standard would be adequate because of differences in peak operating hours pursuant to this chapter.

(4) On-Street Parking

Except as permitted as part of an approved Alternative Parking Plan, on-street parking on streets, shall not be used to satisfy the off-street parking standards of this article.

(5) Parking Based on Seating

When the standards use seating as a unit of measurement, all calculations shall be based on the occupant load of the areas used for seating.

(6) Parking Based on Floor Area

Except as provided for in this section, when the standards use amount of square footage in buildings as a unit of measurement, all calculations shall be based on gross floor area minus 10 percent except as may hereinafter be modified.

(7) Parking Based on Occupants

Except as provided for in this section, when the standards use the number of occupants as a unit of measurement, all calculations shall be based on the maximum fire-rated capacity.

(8) Fleet Parking

For the purpose of calculating parking requirements, fleet vehicle parking spaces shall not count against either the minimum or maximum requirements.

(b) Determination by Planning and Development Director

(1) Parking standards for uses not specifically listed in Table 94-54.1, Off-Street Parking Standards, shall be determined by the planning and development director based on the standards for the closest comparable use, or by reference to standard parking resources published by the National Parking Association, the American Planning Association or similar organization.

(2) The planning and development director may alternately require the submittal of a parking demand study that justifies estimates of parking demand based on the recommendations of the Institute of Transportation Engineers (ITE), and includes relevant data collected from uses or combinations of uses that are the same or comparable to the proposed use in terms of density, scale, bulk, area, type of activity and location.

4033 **(c) Off-Street Parking Spaces Required**

4034 Off-street parking spaces shall be provided in accordance with Table 94-54.1, Maximum Off-Street
4035 Parking Standards. Where this table does not specify a parking requirement, the standards of Section 94-
4036 54(d) apply.

Table 94-54.1: Maximum Off-Street Parking Standards
Dwelling Unit = du Gross Floor Area = GFA

Use	Parking Requirements
Residential	
Household Living	
Dwelling	
Single-Family, Detached	None
Single-Family, Attached (3 or more units)	None
Single-Family, Duplex	None
Single-Family, Patio Home	None
Multi-Family	1 per studio; 1.5 per 1 br; 2.0 per 2 br; 2.5 per 3 br; 2.5 + 0.5 for each br more than 3; plus 1 per 5 units
Home-Based Occupation	As required for dwelling type and Sec. 94-47(b)(1)
Live/Work	1 per du plus parking for work use
Loft	1 per du
Manufactured Home	2 per du
Modular Housing	2 per du
Mobile Home Community	Per 94-47(a)(3)
Group Living	
Congregate Living Facility/Senior Housing	1 per 2 beds plus 1 per 100 sf of assembly area
Group Home	1 per 4 beds plus 1 per 100 sf of assembly area
Nursing, Convalescent, and Rest Home	1 per 2 beds plus 1 per 100 sf of assembly area
Shelter Care Facility	1 per 4 beds
Civic and Institutional	
Community Services	
Cemetery and Mausoleum	94-54(e)
Civic, Social, and Fraternal Organizations	1 per 300 sf GFA
Community Center	1 per 200 sf GFA
Cultural Institutions, Public	1 per 250 sf GFA
Government Offices and Facilities	1 per 300 sf GFA of space used by the public + 1 per 600 sf GFA of space not used by the public
Public Service Facilities	94-54(e)
Religious Assembly	1 space per 75 sf GFA in the main assembly space
Day Care	
Family Day Care Home	94-46(c)(4)
Group Day Care Home	94-46(c)(5)
Child Care Center	94-46(c)(5)
Educational Facilities	
School, Primary or Secondary, Public or Private	Elementary Schools: 2 per classroom; Middle Schools: 2 per classroom; High Schools: 10 per classroom
School, Vocational-Technical and Trade	1 per 300 sf of enclosed floor space
University or College	1 per 300 sf of enclosed floor space

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Table 94-54.1: Maximum Off-Street Parking Standards

Dwelling Unit = du Gross Floor Area = GFA

Use	Parking Requirements
Health Care Facilities	
Alcohol and Drug Abuse Treatment Facility	1 per 1,000 sf GFA
Hospital	1 per 2 beds based on maximum capacity, plus 1 per 350 sf of office and administrative area, plus parking as required for accessory uses
Medical and Dental Offices and Clinics	1 per 200 sf GFA
Urgent Care Facility	1 per 200 sf GFA treatment plus 1 per 300 sf GFA remaining area
Parks and Open Space	
Athletic Area	94-96(d); Playfields (soccer, baseball, etc.) shall have minimum of 20 spaces per field
Park and Playground	94-54(e)
Recreation Areas and Facilities	94-96(d); Playfields (soccer, baseball, etc.) shall have minimum of 20 spaces per field
Transportation	
Airport and Passenger Terminal	1 per 400 sf GFA passenger terminal area
Bus Garaging and Equipment Maintenance	1 per 2,000 sf GFA for indoor and outdoor storage areas plus 1 per 300 sf GFA interior office
Bus Terminal	1 per 200 sf GFA
Utility	
Utility	
Major Facilities/Service Yard	94-54(e)
Minor Facilities/Office	94-54(e)
Wireless Communication Facility	
Antenna and Antenna Support Structure	None
Telecommunications Tower and Facility	1 per location
Commercial	
Animal Sales and Service	
Pet Grooming	1 per 300 sf GFA
Pet Shop	1 per 200 sf GFA
Kennels	1 per 500 sf GFA
Shelter	1 per 500 sf GFA
Stables (commercial)	1 per 5 stalls
Veterinary Services	
Indoor Only	1 per 250 sf GFA
With Outdoor Facilities	Indoor plus 1 per 1,000 sf outdoor GFA
Office	
Business and Professional Office	1 per 300 sf GFA
Recreation and Entertainment, Outdoor	
Amusement Park or Theme Park	30 per acre of site
Golf Course	4 per hole plus 2.5 per 1,000 sf GFA in clubhouse
Recreation and Entertainment, Outdoor	30 per acre of site
Marina	0.75 spaces per boat slip plus parking as required for other uses
Recreation and Entertainment, Indoor	
Amusement Parlor/Arcade	1 per 150 sf GFA
Fortune Telling	1 per 200 sf GFA

Table 94-54.1: Maximum Off-Street Parking Standards

Dwelling Unit = du Gross Floor Area = GFA

Use	Parking Requirements
Recreation and Entertainment, Indoor	1 per 200 sf GFA
Theater	1 per 3 seats
Commercial Services	
Commercial Services, General	1 per 200 sf GFA
Eating and Drinking	
Brewery, Distillery or Winery	1 per 100 sf of floor area accessible to customers
Microbrewery	1 per 200 sf of floor including outside dining/drinking areas
Restaurant	1 per 60 sf of floor including outside dining/drinking areas
With Drive-Thru	Restaurant plus stacking spaces, see Section 94-54(j)
Financial Services	
All Financial Services	1 per 300 sf of floor area plus stacking as necessary, see Section 94-54(j)
Off-Premises Contacts (OPC)	1 per 250 sf GFA
Adult Entertainment	1 per 250 sf GFA
Retail Sales and Personal Services	
Retail	
General Retail, no drive-thru, up to 100,000 sf GFA	1 per 200 sf GFA
100,00-399,999 sf GFA	1 per 250 sf GFA
400,000 sf and greater	1 per 300 sf GFA
with drive-thru	Stacking requirements 94-54(j)
Home Supply and Lumberyard	1 per 200 sf GFA
Plant Nursery and Greenhouse	1 per 200 sf GFA
Personal Services	
Personal services	1 per 200 sf GFA
Dry Cleaner/Laundromat/ Laundry	1 per 250 sf GFA plus stacking as necessary, see Section 94-54(j)
Lodging Establishment	
Bed and Breakfast Inn	1 per guest room in addition to those required for principal residence
Campground & Vehicle Park	RV: 1 per RV parking space plus 1 per each 10 RV parking spaces Campground: 1 per 350 sf within campground area plus 1 per 10 campground spaces
Hotel and Motel	1 per guest room up to 100 units, then 0.75 per unit over 100; 50% of spaces may be counted to satisfy parking requirements of accessory uses
Timeshare Unit	Unit with 2 or fewer bedrooms, not lock-off: 1 per unit Unit with 2 or fewer bedrooms with lock-off: 1.5 per unit Unit with three or more bedrooms: 2 per unit
Vehicles and Equipment	
Car Wash	Stacking requirements 94-54(j)
Vehicles	
Rental Services	1.5 per 1,000 sf GFA
Repair Services	1.5 per 1,000 sf GFA

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Table 94-54.1: Maximum Off-Street Parking Standards

Dwelling Unit = du Gross Floor Area = GFA

Use		Parking Requirements
	Sales	1.5 per 1,000 sf GFA plus 0.7 per 1,000 sf open air display up to 4,500 sf plus 0.2 per each additional 1,000 sf open display or storage area
Commercial Parking		None
Gasoline Service Stations		1 per 200 sf GFA, minimum 5 spaces including spaces located in front of fuel pumps
	Accessory Car Wash	Stacking requirements 94-54(j)
	Electric Vehicle Charging Station	none
Truck Stop		1 per 200 sf of building area (excluding car wash area) and required stacking spaces per 94-54(j)
Industrial		
Industrial Service and Manufacturing Assembly		
All uses		94-54(d)
Energy Production and Natural Resource Extraction		
All uses		94-54(d)
Wholesale, Storage, and Distribution		
All uses		94-54(d)
Waste and Salvage		
Automobile Parts Recycling Business		94-54(d)
Recycling Collection Facility		94-54(e), minimum 2 spaces
Agricultural		
All uses		94-54(e)

4037 **(d) Off-Street Parking Standards for Selected Service and Industrial Uses**

4038 Uses that reference this subsection in Table 94-54.1, Maximum Off-Street Parking Standards, shall provide
4039 no more than the number of spaces identified in Table 94-54.2, Maximum Off-Street Parking Standards
4040 for Selected Service and Industrial Uses:

Table 94-54.2: Maximim Off-Street Parking Standards for Selected Service and Industrial Uses

Use or Activity		Required Number of Spaces
Office or administrative area		1.0 space per 300 square feet
Indoor sales area		1.0 space per 200 square feet
Indoor storage, warehousing, assembly, vehicular service, or manufacturing area:	1-3,000 square feet of floor area	1.0 space per 250 square feet
	3,001-5,000 square feet of floor area	1.0 space per 500 square feet
	5,001-10,000 square feet of floor area	1.0 space per 750 square feet
	10,001or more square feet of floor area	1.0 space per 1,250 square feet
Outdoor sales, display, or storage area (3,000 square feet or less)		1.0 space per 750 square feet
Outdoor sales, display, or storage area (more than 3,000 square feet)		1.0 space per 1,000 square feet
NOTE: The total number of required spaces is cumulative based on the variety of different functions present in a single use.		

4041 **(e) Uses with Variable Parking Demand**

4042 Uses that reference this subsection in Table 94-54.1, Maximum Off-Street Parking Standards, have
4043 widely varying parking demand characteristics making it difficult to establish a single off-street parking
4044 standard. Upon receiving a development application for a use subject to this subsection, the planning and
4045 development director shall apply the off-street parking standard specified for the listed use that is deemed
4046 most similar to the proposed use, or establish an off-street parking standard on the basis of a parking
4047 study prepared by the applicant. Such a study shall include estimates of parking demand based on
4048 recommendations of the Institute of Transportation Engineers (ITE), or other acceptable estimates as
4049 approved by the planning and development director, and should include other reliable data collected from
4050 uses or combinations of uses that are the same as, or comparable with, the proposed use. Comparability
4051 will be determined by density, scale, bulk, area, type of activity and location. The study shall document
4052 the source of data used to develop the recommendations.

4053 **(f) Maximum Parking Spaces Allowed**

4054 **(1) Applicability**

4055 Off-street vehicle parking spaces shall not be provided in an amount that is more than the amount
4056 specified in Table 94-54.1 unless the maximum parking requirement is waived or mitigated as
4057 provided in this section.

4058 **(2) Maximum Parking Calculation Exceptions**

4059 For the purpose of calculating parking requirements, the following types of parking spaces shall
4060 not count against the maximum parking requirement:

4061 a. Accessible parking;

4062 b. Vanpool and carpool parking;

4063 c. Spaces with electrical vehicle charging stations, up to a maximum of two per 50
4064 parking spaces;

4065 d. On-street parking adjacent to the lot or lots on which the parking located; and

4066 e. Structured parking, underground parking, and parking within, above or beneath the
4067 building(s) it serves.

4068 **(3) Maximum Parking Waiver**

4069 **a. Parking Demand Study**

4070 Requests to exceed the maximum parking requirement shall be accompanied by a parking
4071 demand study demonstrating how the maximum number of parking spaces specified in Table
4072 94-54.1 is insufficient for the proposed development.

4073 **b. Review Criteria**

A waiver to the maximum parking requirement may be allowed by the planning and development director in situations that meet the following criteria:

(i) The proposed development has unique or unusual characteristics such as high sales volume per floor area or low turnover, that create a parking demand that exceeds the maximum ratio and that typically does not apply to comparable uses;

(ii) The parking demand cannot be accommodated by on-street parking, shared parking with nearby uses, or by increasing the supply of spaces that are exempt from the maximum ratio;

(iii) The request is the minimum necessary variation from the standards; or

(iv) If application of the maximum parking standard would result in fewer than six parking spaces, the development shall be allowed six parking spaces.

(4) Design Requirements for Excess Parking

Parking that is provided in excess of the maximum parking requirement shall be required to include increased internal landscaping and incorporate pervious pavement as described below.

a. Pervious Surfaces

Where parking spaces in excess of the maximum specified in Table 94-54.1 are constructed, an area equal to the total area required for the number of spaces that exceed the maximum parking requirement shall be constructed of pervious surfaces as approved by the city Engineer.

b. Additional Trees and Landscaping

(i) Applicants that request parking that exceeds the number of spaces required by Table 94-54.1 shall provide additional parking lot trees and landscaping as follows:

Table 94-54.3: Additional Landscaping Requirement for Overparking

Amount of Excess Parking Requested Over Maximum (percent)	Additional Landscaping (percent)
5	5
6-10	10
11-15	15
16-20	20

a. Any required additional landscaping shall be distributed throughout the site as determined by the planning and development director, and in accordance with Table 94-54.3. The additional landscaping shall be integrated with the parking lot and site design.

b. Where the provision of additional landscaping is restricted for infill and redevelopment projects due to site constraints, the applicant may provide sidewalk amenities or streetscape features as determined by the planning and development director. Acceptable amenities shall have a value equal to or greater than the price of the additional landscaping features required in Table 94-54.3, and may include but are not limited to:

(i) Sidewalk planters between the parking area and building, or the parking area and the street;

(ii) Public art including, but not limited to, sculptures, fountains, clocks or murals; or

(iii) Decorative fencing (such as wrought iron) around the perimeter of the parking area provided with seasonal plantings.

(g) Exceptions and Adjustments

(1) Change in Permitted Uses

A permitted use that does not meet the parking requirements of this section may be converted to another permitted use without full compliance with the required number of parking spaces provided:

a. The applicant provides the maximum amount of parking spaces possible without being required to remove, or partially remove a structure.

b. If a structure or a portion of a structure is voluntarily removed, the resulting area shall be used to provide the additional parking spaces necessary towards fulfilling the requirements of Table 94-54.1.

(2) Small Use Exception

Any individual use in a space that is 2,000 square feet or smaller shall be exempt from the parking requirement of Table 94-54.1 except for uses in the Eating and Drinking use category.

(3) Shared Parking

a. Shared parking spaces shall be located within 500 linear feet of the primary entrance of all uses served as measured along the shortest legal, practical walking route. This route may include crossing a right-of-way provided it uses a legal crosswalk. Such distance shall not apply if a remote parking shuttle bus service is provided. Shared parking spaces shall not be separated from the use they serve by an arterial or collector street. In addition, adequate and safe pedestrian access must be provided from, and to the shared parking areas.

4135 **(4) Bus Transportation**

4136 When a commercial establishment can document, to the satisfaction of the planning and
4137 development director, that a notable percentage of their customers will be transported to and
4138 from their premises in buses, the planning and development director may approve the
4139 substitution of bus spaces for required parking spaces. Bus spaces must be a minimum of ten feet
4140 in width and 36 feet in length, shall be unobstructed from the surface up to a height of at least 15
4141 feet, shall be so located to ensure the furthest possible distance from any adjacent residential
4142 area, and shall be clearly marked. When approved by the planning and development director, one
4143 bus parking space may be substituted for 11 required parking spaces to a maximum of ten total
4144 bus spaces in lieu of a maximum of 110 total required parking spaces. No substitution of required
4145 parking spaces shall be approved for any bus spaces in excess of ten.

4146 **(5) Tandem Parking with Valet**

4147 An off-street parking program utilizing limited tandem parking for commercial uses shall comply
4148 with the following standards:

4149 a. The development served shall provide 75 or more parking spaces;

4150 b. No more than 30 percent of the total number of spaces shall be designated as
4151 tandem; and

4152 c. A valet parking attendant must be on duty during hours of operation.

4153 **(h) Bicycle Parking**

4154 **(1) Required Number of Spaces**

4155 Bicycle parking shall be provided as follows unless otherwise approved by the planning and
4156 development director due to safe accessibility:

Table 94-54.5: Required Bicycle Parking

Use	Bicycle Parking Spaces [1]
Multiple-family	2 or 1 per 20 units
Group home	1 per 4 bedrooms
Office	2 or 1 per 40,000 sq. ft. (net area)
Commercial sales and service	2 or 1 per 5,000 sq. ft. (net area)
Community use (non-utility)	2 or 1 per 10,000 sq. ft. (net area)
Schools	2 per classroom
Notes: [1] Whichever measurement results in the higher number of spaces.	

4157 **(2) Design and Location**

4158 Bicycle parking facilities shall include a rack or storage facility (e.g., locker) that enables bicycles
4159 to be secured. Where racks are used, they shall meet the following standards:

4160 a. The bicycle frame and one wheel can be locked to the rack with a high-security, U-
4161 shaped shackle lock if both wheels are left on the bicycle;

b. A bicycle six feet long can be securely held with its frame supported so that the bicycle cannot be pushed or fall in a manner that will damage the wheels or components;

c. The rack must be securely anchored;

d. Bicycle racks and storage facilities shall be accessible without moving another bicycle;

e. Bicycle racks and storage facilities shall be located in convenient, visible, well-lit areas with easy access and near main entrances of all commercial, residential and institutional buildings. Such locations shall be clearly noted with signage;

f. The racks and storage facilities shall be located so they do not interfere with pedestrian traffic, and shall be protected from potential damage by motor vehicles; and,

g. Bicycle parking shall not be within any required landscape area, nor interfere with any pedestrian pathway.

(i) Loading Areas

A permanently maintained usable off-street loading space shall be provided on the same parcel when structures for the following uses are erected, established or altered:

(1) Hospitals or similar institutions with a gross floor area (GFA) of 10,000 square feet or more shall provide one space, exclusive of ambulance space.

(2) Hotels and office buildings with a GFA of 10,000 square feet or more shall provide one space.

(3) Undertakers and funeral parlors shall provide one space for each 5,000 square feet of GFA.

(4) All commercial and industrial uses with a GFA of 5,000 square feet or more shall provide one space for the first 25,000 square feet, and one additional space for each 50,000 square feet GFA thereafter, or any portion thereof.

(j) Vehicle Stacking Areas

The following standards shall apply to businesses that contain a drive-through establishment (e.g., restaurant or financial institution), and are a stand-alone use (e.g., automatic teller machine).

(1) General Standards

a. Audible electronic devices such as loudspeakers, automobile service order devices and similar instruments shall not be located within 250 feet of any residential dwelling unit.

b. No service shall be rendered, deliveries made or sales conducted within the required front yard or abutting street side yard; customers served in vehicles shall be parked to the sides or rear of the principal building.

c. All drive-through areas, including but not limited to, menu boards, stacking lanes, trash receptacles, loudspeakers, drive up windows and other objects associated with the drive-through area shall be located in the side or rear yard of a property to the maximum extent feasible, and shall not cross, interfere with or impede any public right-of-way.

(2) Stacking Space and Lane Requirements

Stacking lanes shall comply with the following design standards:

a. Drive-through stacking lanes shall have a minimum width of eight feet, and length of 20 feet.

b. The first position in a drive through station, located at the window, is counted as a stacking space. No stacking spaces may be counted as parking spaces unless specified in Table 94-54.1.

c. When stacking lanes are separated from other stacking lanes, bypass lanes or from other site areas, the separation shall be by means of a raised concrete median, concrete curb, or landscaping.

d. Stacking lanes shall be set back 25 feet from right-of-ways.

e. All stacking lanes must be clearly identified, through the use of means such as striping, landscaping and signs.

f. The number of required stacking spaces shall be as provided for in Table 94-96.6, Stacking Space Requirements. See Figure 94-54.A for an illustration of stacking lanes:

Table 94-54.6: Stacking Space Requirements

Activity	Minimum Stacking Spaces (per lane)	Measured From:
Retail Sales, Bank, Financial Institution, or Automated Teller Machine (ATM)	3	Teller or Window
Restaurant	6	Pick-Up Window
Full Service Vehicle Washing Establishment	6	Outside of Washing Bay
Self-Service or Automated Vehicle Washing Establishment	2	Outside of Washing Bay
Fuel or Gasoline Pump Island	2	Pump Island
Other	As determined by the planning and development director	

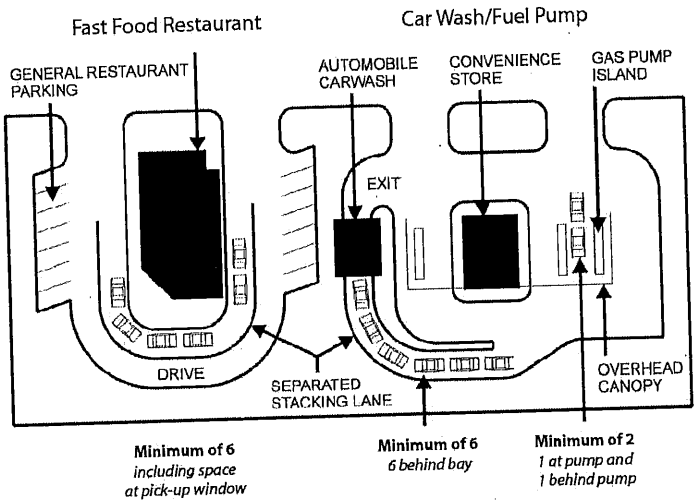

Fig. 94-54.A: Stacking Lanes

(k) Access

(1) All driveway entrances, including stacking lane entrances, must be at least 50 feet from an intersection. The distance is measured along the property line from the junction of the two street lot lines to the nearest edge of the entrance. The city engineer may determine that a right in, right out entrance is permitted closer than fifty feet from an intersection.

(2) The entrance to a stacking lane shall be located so as to avoid conflicting with the street access.

(3) Access driveways on a corner site shall be located as far as possible from the abutting street intersection.

(4) Pedestrian/barrier-free access to building entrances shall provide direct pedestrian links to main parking areas and public sidewalks that do not pass through a stacking lane.

Sec. 94-58 Off-Street Parking Design Standards

(a) Stall Size and Driveways

The required minimum area for off-street parking spaces and the required minimum area for driveways or other access serving off-street parking spaces shall be as follows:

(1) The first ten spaces and 80 percent of the spaces over and above the first ten must be nine-foot by 19-foot "full-size" spaces.

(2) Twenty percent of the required off-street parking spaces over and above the first ten required spaces may be provided in eight-foot by 16-foot "compact" spaces.

(3) All compact spaces must be permanently marked for "compacts only."

(4) The required minimum area for compact and full-size off-street parking spaces, and the required minimum area for driveways and other access serving off-street parking spaces are shown in the charts which are included in this chapter.

(b) Design and Materials

(1) Mixed-Use and Non-Residential Development

a. Except as provided in this Code, off-street parking spaces shall be surfaced with either:

(i) A minimum of two inches of asphalt over a four-inch gravel base;

(ii) Five inches of concrete; or

(iii) Interlocking concrete paver stones of strength equal to five inches of concrete.

b. All parking areas shall provide concrete curb and gutter that meets the city engineering specifications.

c. All surfacing shall be over an approved compacted subgrade and shall be graded so as to eliminate drainage problems.

d. Parking or storage areas used exclusively for heavy construction equipment, such as track-loaders, cranes, bulldozers, road graders, track-hoes and other similar large heavy construction machinery or machinery with steel-track propulsion, may be surfaced with a compacted granular material or gravel of sufficient depth to prevent mud or silt from leaving the site. These parking areas shall be enclosed with a solid fence, no less than six feet in height.

e. Each space shall be equipped with wheel guards when necessary to prevent vehicles from extending beyond the boundary of the space, and from coming in contact with other vehicles, walls, fences or plantings. In addition to wheel guards, any abrupt change in elevation, at a height of 18 inches or greater, shall require the provision and installation of guard rails in compliance with this Code.

(2) Residential Development

Parking areas as required for dwellings shall be surfaced with either:

a. A minimum of two inches of asphalt; or

b. Four inches of concrete.

c. All surfacing shall be over an approved compacted subgrade and shall be graded so as to eliminate drainage problems.

4270 **(c) Off-Street Parking Design and Dimensional Tables**

4271 Internal stall and driveway layout shall conform to the following standards:

4272 **(1) Full-Sized Cars**

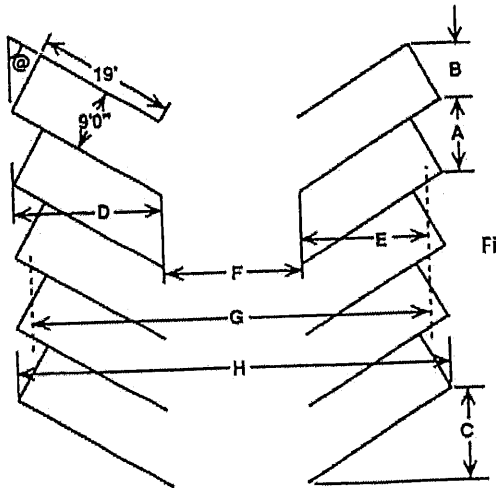

Fig. 94-55.A: Layout and Dimensions for Full-Size Car

4273

Table 94-55.1: Full-Size Car, 9 feet by 19 feet

	A	B	C	D	E	F	G	H
At Parking Angle (degrees)	Curb Length per Car (feet)	Curb Length Short Dimension (feet)	Curb Length Long Dimension (feet)	Stall to Back Rows (feet)	Stall to Curb (feet)	Aisle Width (feet)	Back to Back Rows (feet)	Total Width (feet)
0	23.0'	0.0'	23.0'	9.0'	9.0'	12.0'	30.0'	30.0'
20 [1]	26.3'	3.1'	17.9'	15.0'	10.8'	11.0'	32.5'	41.0'
30 [1]	13.0'	4.5'	16.5'	17.3'	13.4'	11.0'	37.8'	45.6'
40 [1]	14.0'	5.8'	14.6'	19.1'	15.7'	12.0'	43.3'	50.2'
45	12.7'	6.4'	13.4'	19.8'	16.6'	13.0'	46.2'	52.6'
50	11.7'	6.9'	12.2'	20.4'	17.5'	12.0'	47.0'	52.8'
60	10.4'	7.8'	9.5'	21.0'	18.8'	18.0'	55.5'	60.0'
70	9.6'	8.5'	6.5'	21.0'	19.5'	19.0'	57.9'	61.0'
90	9.0'	9.0'	0.0'	19.0'	19.0'	23.0'	61.0'	61.0'
Notes:	[1] Must be approved by City Engineer							

4274 (2) Compact Cars

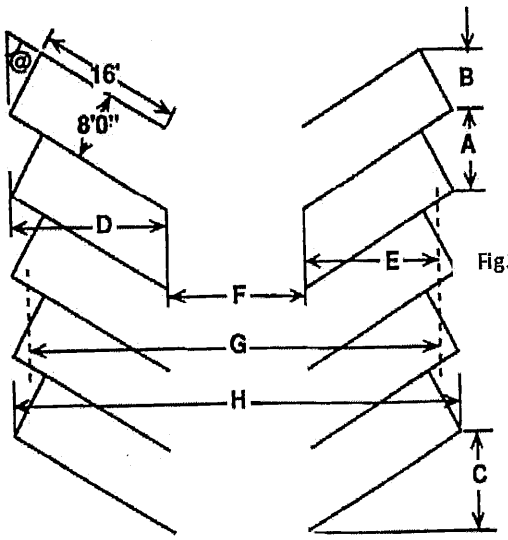

Fig. 94-55.B: Layout and Dimensions for Compact Car

4275

Table 94-55.2: Compact Car, (8 feet by 16 feet)

	A	B	C	D	E	F	G	H
At Parking Angle (degrees)	Curb Length per Car (feet)	Curb Length Short Dimension (feet)	Curb Length Long Dimension (feet)	Stall to Back Rows (feet)	Stall to Curb (feet)	Aisle Width (feet)	Back to Back Rows (feet)	Total Width (feet)
0	21.0'	21.0'	21.0'	8.0'	8.0'	11.0'	27.0'	27.0'
20 [1]	24.0'	3.0'	37.0'	13.0'	9.4'	10.0'	28.8'	36.0'
30 [1]	16.0'	4.8'	26.0'	15.0'	11.5'	10.0'	33.0'	40.0'
40 [1]	12.5'	5.1'	18.8'	16.4'	12.2'	11.0'	37.6'	43.8'
45	11.5'	5.8'	11.5'	17.0'	14.0'	12.0'	40.0'	46.0'
50	10.3'	6.1'	14.8'	17.6'	14.8'	13.0'	40.6'	46.2'
60	9.5'	7.0'	10.0'	18.0'	16.0'	17.0'	49.0'	52.0'
70	9.0'	8.0'	6.6'	18.0'	16.5'	18.0'	51.0'	54.0'
90	8.0'	8.0'	0.0'	16.0'	16.0'	21.0'	53.0'	53.0'
Notes:	[1] Must be approved by City Engineer							

1015

(d) Loading Area Dimensions, Design, and Materials

(1) Each off-street loading space shall be at least 53 feet in length and ten feet in width, and shall be unobstructed from the surface up to a height of at least 15 feet.

(2) Off-street loading spaces shall be surfaced with either:

a. A minimum of two inches of asphalt over a four-inch gravel base; or

b. Six inches of concrete.

(3) All surfacing shall be over an approved compacted subgrade, and shall be graded so as to eliminate drainage problems. Each space shall be equipped with wheel guards when, in the opinion of the city engineer, they are necessary to prevent vehicles from extending beyond the boundary of this space and from coming into contact with other vehicles, walls, fences or plantings. In addition to wheel guards, any abrupt change in elevation, at a height of 18 inches or greater, shall require the provision and installation of guard rails in compliance with this Code.

(4) Lighting provided for off-street loading spaces shall be so arranged so as to minimize illumination onto adjoining residential property, and so as to prevent glare directed at vehicles on streets and alleys.

(5) Off-street loading spaces shall be located in such a way that no part of the vehicle will occupy an adjacent street or sidewalk, when the spaces are being used to load or unload a vehicle.

(e) Completion

(1) All parking lot surfacing and striping shall be completed in accordance with this section prior to issuance of the certificate of occupancy. If seasonal limitations prevent completion and, if security as described in this subsection is provided, a temporary certificate of occupancy may be issued by the planning and development director.

(2) Security in the form of cash, a performance bond, cashier's check or irrevocable letter of credit acceptable to the city equal to the cost of the parking lot surfacing and striping shall be provided by the permittee prior to issuance of the certificate of occupancy. Upon completion of the parking lot surfacing and striping, and with final approval by the planning and development director, the security will be returned to the permittee. In addition, the permittee shall be required to provide a construction easement, in a form acceptable to the city engineer, prior to issuance of certificate of occupancy. Should the permittee fail to complete, by the date required upon the temporary certificate of occupancy, the parking lot surfacing and striping as required by the plan submitted and approved, the city may use said security to complete the parking lot surfacing and striping as required by the plan or revoke the temporary certificate of occupancy, or both. Any excess funds from the security not used to complete the parking lot surfacing and striping shall be returned to the permittee.

4313 **(f) Failure to Comply**

4314 It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair,
4315 remove, demolish, resurface or restripe any off-street parking lot or facility regulated by this Code, or
4316 cause same to be done in a manner that is in conflict with, or in violation of any of the provisions of this
4317 Code, or without first obtaining a permit from the planning and development department.

4318 **Sec. 94-59 Parking Lot Landscaping and Lighting**

4319 **(a) Lighting**

4320 Lighting provided for off-street parking spaces shall be so arranged so as to minimize illumination onto
4321 adjoining residential property, and so as to prevent glare directed at vehicles on streets and alleys.

4322 **(b) Parking Lot Landscaping**

4323 The following landscaping requirements shall be met for all off-street surface parking lots, except
4324 those in the D and ENT districts as provided below.

4325 **(1) Perimeter Landscaping**

4326 a. Perimeter parking lot landscaping a minimum width of ten feet shall be required for
4327 all parking lots having more than three spaces where the parking lot is adjacent to a
4328 public street, or a non-retail or industrial use such as a residential area, institutional
4329 use (e.g., hospital) or office.

4330 b. The parking lot perimeter landscaping shall include one canopy tree per 50 lineal feet
4331 of landscape area. Where the calculation of the number of trees results in a fraction,
4332 the number shall be rounded up to the nearest whole number. The remainder of the
4333 landscape area shall be grass, ground cover, or shrubs. No more than 20% of the
4334 landscape area shall be mulch, decorative rocks, or other non-living materials. The
4335 use of concrete is not permitted in the landscape area.

4336 c. Where lots are being developed in a mixed-use district, the parking lot perimeter
4337 landscaping requirement may be reduced along an interior lot line, at the discretion
4338 of the planning and development director, provided that interior parking lot
4339 landscaping applies to both parking lots.

4340 **(2) Curbs**

4341 Landscaped areas within parking lots, or along the perimeter of the property, must be protected
4342 from vehicular traffic through the use of permanent barriers. Barriers can be made of concrete
4343 curbs, large stones, bollards, or other rigid, permanent systems, not including asphalt curbs. If
4344 the barriers are continuous, adequate breaks, as determined by the city engineer, shall be
4345 designed to allow runoff inflows to enter the landscape area while still providing adequate
4346 protection from traffic.

4347 **(3) Internal Landscaping Design**

Landscape islands shall be installed for every row exceeding 15 parking spaces, either within the parking row or at the end of the parking row, and shall be designed as follows:

a. Be a minimum of eight feet in width.

b. Be at least 200 square feet.

c. Allow for runoff capture using curb cuts and approved bioswale designs.

d. Have a minimum of four, five-gallon deciduous shrubs and one canopy tree that is a minimum of two and one-half inch caliper per 200 square feet.

e. Incorporate perennials and grasses for seasonal color.

f. Contain a minimum of 50 percent living landscaping material, with a maximum of 50 percent nonliving landscaping material. Approved sidewalks are not counted toward the non-living landscape material percentage.

g. Internal landscape strips shall be installed between the parking rows of every other double row of parking when parking rows exceed 50 parking spaces, and shall meet the following standards:

(i) Be a minimum of 10 feet in width, and shall extend the length of the parking row.

(ii) Include a four-foot wide sidewalk, and a six-foot wide planting strip.

(iii) Meet planting requirements for interior landscape islands, as outlined above.

(iv) Allow for runoff capture using curb cuts and approved bioswale designs.

(4) Sight Distance Triangle

A site distance triangle within the off-street parking area must be established at street intersections by maintaining a maximum height for shrubs and ground cover of 30 inches. No obstructions are permitted in the site distance triangle including tree branches that must be trimmed within eight feet of the ground. All applicable sight distance requirements must be met for parking lot internal circulation and access points to the public right of way.

(c) Parking Lot Landscaping in the D and ENT Districts

Any boundary of a surface parking lot in the D and ENT districts that abuts a public street, the 76 Promenade, public alley, or lot used for detached residential dwellings, shall be landscaped according to this subsection.

(1) Corner-lot buildings with side-yard parking, the boundary between the parking lot and the street-facing side property line shall be landscaped or screened adjacent to the right-of-way according to one of the following options:

a. A minimum four-foot-wide planting strip containing a low, continuous hedge a minimum of 30 inches tall at installation consisting of a double row of evergreen shrubs planted a minimum of three feet on-center in a triangular pattern; or

b. A minimum two-foot-wide planting strip containing an ornamental metal fence or masonry wall, with a minimum height of three and one-half feet and a maximum height of four feet, combined with a single row of evergreen shrubs planted a minimum of three feet on-center.

(2) For all other parking lot boundaries, the boundary shall be landscaped or screened according to one of the following options:

a. A minimum two-foot-wide planting strip containing a single row of shrubs planted a minimum of three feet on-center combined with a minimum three-foot high ornamental metal fence or masonry wall of materials compatible with the primary structure. In the place of shrubs, trees may be planted a minimum of 10 feet on-center along the common boundary line; or

b. A minimum four-foot-wide planting strip containing a low, continuous hedge a minimum of 30 inches tall at installation consisting of a double row of evergreen shrubs planted a minimum of three feet on-center in a triangular pattern.

(3) As applicable, landscaping materials shall be planted on the side of the fence/wall closest to the street, alley, or residential property.

(4) The interior landscaping requirements of Section 94-98(b)(3) shall apply to all parking areas that meet the applicability standards of that section.

Sec. 94-60 **Reserved**

Sec. 94-61 **Reserved**

Sec. 94-62 **Reserved**

Sec. 94-63 **Reserved**

Sec. 94-64 **Reserved**

Article VI CITY PLANNING COMMISSION

Sec. 94-65 City Planning Commission

(a) Appointment of Planning Commission and Adoption of Plan

The Board shall adopt, amend and carry out the city plan, and appoint a Planning Commission with the powers and duties as described in this article.

(b) Members of Planning Commission

The Planning Commission shall consist of 11 members, including the mayor, if the mayor chooses to be a member, one member of the board appointed by the mayor and approved by the board annually during its first organizational meeting, and nine citizen members, appointed by the mayor and approved by the Board. All citizen members shall serve without compensation. The term of each citizen member shall be four years, except that the terms of the citizen members first appointed shall be for varying periods so that succeeding terms will be staggered. Any vacancy in the membership shall be filled by appointment as described above for the remainder of the expiring term. It shall be necessary for at least six members of the Planning Commission to be present at any meeting for the conduct of business, and a majority of those six members shall make a quorum to enact any business or pass upon recommendations.

(c) Elected Officers of Planning Commission and Meetings

The Planning Commission shall elect a chairperson, vice-chairperson and secretary from among its citizen members. Their terms shall be for one year with eligibility for reelection. The Planning Commission shall hold regular meetings and special meetings as they provide by rules, and shall adopt rules for the transaction of business, and keep a record of its proceedings. These records shall be public records. The Planning Commission shall appoint employees and staff as necessary for its work, and may contract with city planners and other professional persons for the services that it requires. The expenditures of the Planning Commission, exclusive of grants and gifts, shall be within the amounts appropriated for the purpose by the Board.

(d) Planning Commission, Powers and Duties

The Planning Commission shall be guided by, and set under the applicable laws of the state. The commission shall report on any and all proposed changes in the zoning code when adopted; shall review all proposed subdivisions of land; and may recommend plans and physical improvement programs for the city to the Board.

Sec. 94-66 Reserved

Sec. 94-67 Reserved

Sec. 94-68 Reserved

Sec. 94-69 Reserved

Article VII BOARD OF ADJUSTMENT

Sec. 94-70 Board of Adjustment

(a) Establishment and Membership of Board of Adjustment

A Board of Adjustment is hereby established, which shall consist of five members appointed by the Board who are residents in the city. The membership of the first Board of Adjustment appointed shall serve respectively, one for one year, one for two years, one for three years, one for four years, and one for five years. Thereafter members shall be appointed for a term of five years. Members of the Board of Adjustment may be removed from office by the Board for cause upon written charges and after public hearing. Vacancies shall be filled by resolution of the Board for the length of the unexpired term.

(b) Meetings

(1) The Board of Adjustment shall adopt rules necessary to the conduct of its affairs. The Board of Adjustment shall elect its own chairman who shall serve for one year. Meetings shall be held at the call of the chairperson, and at such other times as the Board of Adjustment may determine. The chairperson, or in his absence the acting chairperson, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public.

(2) The Board of Adjustment shall keep minutes of its proceedings, showing the vote of each member on each question, or if absent or failing to vote indicating such fact, and shall keep records of its examination and other official actions, all of which shall be public record. All testimony, objections thereto and rulings thereon, shall be taken down by a reporter employed by the Board of Adjustment for that purpose.

(c) Appeals to the Board of Adjustment

(1) Appeals to the Board of Adjustment concerning interpretation or administration of this title may be taken by any person aggrieved, or by any officer or bureau of the governing body of the city, affected by any decision of the planning and development director or Planning Commission. Such appeals shall be taken within a reasonable length of time, not to exceed 30 days, or such lesser period as may be provided by the rules of the Board of Adjustment, by filing with the planning and development director a notice of appeal specifying the grounds thereof. The planning and development director shall forthwith transmit to the Board of Adjustment a copy of the record of the action being appealed.

(2) The Board of Adjustment shall fix a reasonable time for the hearing of appeal, give seven days' public notice thereof as due notice to the interested parties, and decide the same within a reasonable time. At the hearing, any party may appear in person, by agent or attorney.

(3) An appeal stays all proceedings in furtherance of the action appealed from, unless the planning and development director certifies to the Board of Adjustment after the notice of appeal is filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause immediate peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board

of Adjustment or by a court of record on application, or notice to the planning and development director from whom the appeal is taken and on due cause shown.

(d) Powers and Duties

The Board of Adjustment shall have the following powers and duties:

(1) Administrative review. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, interpretation or determination made by the planning and development director in the enforcement of this chapter.

(2) Variances—conditions governing applications, procedures. To authorize upon appeal in specific cases such variance from the bulk or area regulations of this chapter, as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship. A variance from the terms of this chapter shall not be granted by the Board of Adjustment unless and until:

a. A written application for a variance is submitted demonstrating:

(i) That special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other land or structures in the same district;

(ii) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;

(iii) That the special conditions and circumstances do not result from the actions of the applicant;

(iv) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands or structures in the same district.

No nonconforming use of neighboring lands or structures in the same district, and no permitted or nonconforming use of land or structures in other districts, shall be considered grounds for the issuance of a variance.

b. Notice of public hearing shall be given as is outlined in the proceedings of the Board of Adjustment.

c. The public hearing shall be held. Any party may appear in person, by agent or by attorney.

d. The Board of Adjustment shall make findings that the requirements of subsection (2)(a) of this section have been met by the applicant for the variance.

4513 e. The Board of Adjustment shall further make a finding that the granting of the variance
4514 is the minimum variance that will make possible the reasonable use of the land or
4515 structure.

4516 In granting any variance, the Board of Adjustment may prescribe appropriate conditions and
4517 safeguards in conformity with this chapter. Violation of such conditions and safeguards, when
4518 made a part of the terms under which the variance is granted, shall be deemed a violation of
4519 this chapter and punishable under this Code.

4520 (3) The Board of Adjustment has powers of administrative officials on appeals—reversing of
4521 administrative official. In exercising the above-mentioned powers, the Board of
4522 Adjustment may, so long as such action is in conformity with the terms of this title, reverse
4523 or affirm, wholly or partially, or may modify the order, requirement, decision or
4524 determination appealed from, and may make such order, requirement, decision or
4525 determination as ought to be made, and to that end shall have powers of the
4526 administrative official from whom the appeal is taken.

4527 (4) The concurring vote of four members of the Board of Adjustment shall be necessary to
4528 reverse any order, requirement, decisions or determination of the administrative official,
4529 or to decide in favor of the applicant on any matter upon which it is required to pass under
4530 this chapter, or to effect any variation in the application of this chapter.

4531 **(e) Appeals from the Board of Adjustment**

4532 Any person or persons, or any board, taxpayer, department, or bureau of the city, aggrieved by any
4533 decision of the Board of Adjustment may seek review of such decision by a court of record, in the manner
4534 provided by the laws of the state.

4535 **(f) Appeals and Variance Processing and Costs**

4536 (1) It is the intent of this chapter that all questions of interpretation and enforcement shall
4537 be first presented to the administrative official, and that such questions shall be
4538 presented to the Board of Adjustment only on appeal from the decision of the
4539 administrative official, and that recourse from the decisions of the Board of Adjustment
4540 shall be to the courts as provided by state law.

4541 (2) It is further the intent of this chapter that the duties of the Board in connection with this
4542 chapter shall not include hearing and deciding questions of interpretation and
4543 enforcement that arise. The procedure for deciding such questions shall be as stated in
4544 this section and this chapter. Under this chapter, the Board shall have only the following
4545 duties:

4546 a. Considering the adopting or rejecting of proposed amendments, or the repeal of this
4547 chapter, as provided by law; and

4548 b. Establishing a schedule of fees and charges as stated below:

4549 (i) Appeal fee. Application for an administrative appeal to the Board of
4550 Adjustment shall be made in writing to the planning and development
4551 department. Such application shall be accompanied by a fee in the amount

provided in the city fee schedule to cover the cost of mailing and posting notices. An appeal shall be construed as having been perfected once the application and fee has been received.

(ii) Variance fee. Application for a variance to a piece of property from the zoning code shall be made in writing to the planning and development department by the owner of the property or with the written permission of the property owner. Such application shall be accompanied by a fee in the amount provided in the city fee schedule.

(iii) Other fees. To defray costs of proceedings prescribed in this article, fees shall be paid upon the filing of each application for posting and publishing all notices before the Board of Adjustment as required by law.

Sec. 94-71 **Reserved**

Sec. 94-72 **Reserved**

Sec. 94-73 **Reserved**

Sec. 94-74 **Reserved**

Article VIII ENFORCEMENT, VIOLATION AND PENALTY

Sec. 94-75 Violations; penalty

(a) In case any building or structure is erected, constructed, reconstructed, altered, converted or maintained, or any building, structure or land is used in violation of state statute, or of any ordinance or other regulation made under authority conferred hereby, the proper local authorities of the city, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance or use, to restrain, correct, or abate such violation, to prevent the occupancy of such building, structure, or land, or to prevent any illegal act, conduct, business, or use in or about such premises. Such regulations shall be enforced by an officer empowered to cause any building, structure, place or premises to be inspected and examined and to order in writing the remedying of any condition found to exist therein or thereat in violation of any provision of the regulations made under authority of the state statute.

(b) The owner or general agent of a building or premises where a violation of any provision of this chapter has been committed or shall exist, or the lessee or tenant of an entire building or entire premises where such violation has been committed or shall exist, or the owner, general agent, lessee or tenant of any part of the building or premises in which such violation has been committed or shall exist, or the general agent, architect, builder, contractor or any other person who commits, takes part or assists in any such violation or who maintains any building or premises in which any such violation shall, upon conviction, be punishable by section 1-13.

(c) Any such person who having been served with an order to remove any such violation shall fail to comply with such order within ten days after such service or shall continue to violate any provision of the regulations made under authority of the state statute, in the respect named in such order shall also be subject to a civil penalty of $250.00.

1027 Section 3: This ordinance shall be in full force and effect from and after February 1, 2017.
1028
1029
1030 Read, this first time on this _____ day of _____, 2016.
1031
1032 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson,
1033 Missouri on this _____ day of _____, 2016.
1034
1035
1036
1037 _____
1038 Karen Best
1039 Mayor
1040
1041 ATTEST: APPROVED AS TO FORM:
1042
1043
1044
1045 _____ _____
1046 Lisa K Westfall William Duston
1047 City Clerk City Attorney

BILL NO. 5082

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF HAWKINS, INC. FOR THE PURCHASE OF CHLORINATION EQUIPMENT FOR THE COMPTON DRIVE WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

EI-3. The City will continually protect its water resources in order to maintain water quality of streams and aquifers and to preserve existing hydrology patterns.

STAFF REPORT:

Three qualified bids were received on September 26, 2016 for the purchase of replacement chlorine feed equipment for the Compton Drive wastewater treatment plant. This is a scheduled replacement of equipment to maintain, safety, reliability of disinfection and assure compliance with the removal of harmful bacteria from the plant effluent flows. Depending on performance, condition and annual maintenance cost this equipment is replaced every 6 to 8 years. Bids are as follows:

Hawkins	$21,955.00
Ferguson Waterworks	$26,038.90
Regal Gas Chlorinators	$30,634.00

Staff recommends purchase of this chlorination equipment for the wastewater treatment plants.

Funds are budgeted in the 2016 water and sewer operational capital fund to cover this cost.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:
Move to approve the bill.

FINANCIAL REVIEW: **146-5010-510.90-11**
ATTACHED INFORMATION:

BILL NO. 5082 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF HAWKINS, INC. FOR THE PURCHASE OF CHLORINATION EQUIPMENT FOR THE COMPTON DRIVE WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for chlorination equipment for the Utilities Department; and

WHEREAS, of the proposals which were received, Hawkins, Inc. has been recommended by staff; and

WHEREAS, the Board of Aldermen desire to award the contract.

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

Section 1: That the Board of Aldermen hereby accepts the proposal of Hawkins, Inc. for the purchase of chlorination equipment for the Utilities Department in the amount not to exceed $21,955 and authorizes the Mayor to execute the contract hereto as Exhibit "1".

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

Read this first time on _____ day of _____, 2016.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this 31st day of October, 2016, by and between the City of Branson, Missouri (the "City") and **Hawkins, Inc.** ("Seller").

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase**. The City agrees to purchase and the Seller agrees to sell the following item(s): **chlorination equipment, from a date beginning on the execution date of this contract to a date ending March 31, 2017.**

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

   a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**

   b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.

   c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Twenty One Thousand Nine Hundred Fifty Five Dollars ($21,955.00), 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: **601 Compton Drive, Branson, MO 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: John Troy Blake
(Signature)

Name: John (Troy) Blake
(Printed Name)

Title: Branch Manager

Company Name: Hawkins Inc.

Address: 6614 Old Harrison Lane
Ft. Smith AR. 72916

Phone: 479-648-9900 / 406-661-3621

E-Mail: troy.blake@hawkinsinc.com

Tax ID: 41-0771293

CITY OF BRANSON, MISSOURI

Karen Best
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

10-22-14

William T. Duston
City Attorney

Exhibit A

Hawkins, Inc.
6614 Old Harrison Lane
Fort Smith, AR 72916

SCOPE OF WORK

Purpose: Hawkins agrees to provide gas chlorination equipment for the Branson Wastewater Treatment Plant as specified.

General Requirements:

1. One (1) Gas chlorination system, Hydro 700 series or approved equal, including:

   1.1 Two (2) Hydro 700 series one ton cylinder mounted 500 ppd or approved equal vacuum regulators.

   1.2 One (1) SP-500 Hydro 500 ppd or approved equal switchover module.

   1.3 Two (2) 6" meter automatic control valves, Hydro Instruments model OV-110 or approved equal, 250 ppd, 4-20 mA outputs, wall panel mounted with bypass piping.

   1.4 Four (4) 6" meter manual gas flow meters

   1.5 Six (6) EJO-500-CL2 Hydro 1 ¼" or approved equal chlorine ejector unit, .250/.380 nozzle/tail way, 250 ppd max.

   1.6 Six (6) WIA-PVC-125-BV Hydro water inlet assembly, 1 ¼" with ball valve and pressure gauge.

   1.7 One (1) Chlorine gas alarm system, Hydro Instruments model GA-170 or approved equal with 10 ppm sensor.

2. Hawkins is required to have a factory-trained representative present for the start-up. The representative will also be required to furnish one day of operator and maintenance training to City personnel.

4. The City reserves the right to inspect the equipment prior to purchase.

PRICING PAGE

Hawkins provided pricing information as specified below to provide gas chlorination equipment for Branson Wastewater Treatment Plant as specified in accordance with the terms and conditions of the contract.

Item	Description	Price
001.	One ton cylinder regulators	$ 2,005.00 ea.
002.	Switchover module –	$ 470.00 ea.
003.	6" meter automatic control valves	$ 3,565.00 ea.
004.	6" meter manual gas flow meters	$ 615.00 ea.
005.	1 ¼" chlorine ejector	$ 645.00 ea.
006.	1 ¼" water inlet assembly with ball value and pressure gauge	$ 440.00 ea.
007.	Chlorine gas alarm system	$ 1,375.00 ea.

BILL NO. 5083

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF RED MUNICIPAL & INDUSTRIAL EQUIPMENT COMPANY FOR THE PURCHASE OF SEWER JETTER EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

EI-3: Water. The City will continually protect its water resources in order to maintain water quality of streams and aquifers.

STAFF REPORT:

Three qualified bids were received on August 17, 2016 for the purchase of sewer jetter equipment. This equipment will be primarily utilized for cleaning of the city's sanitary sewer system in remote and difficult to reach areas located in steep and rough terrain. The equipment consists of a 700 gallon water tank, hose reel mechanism with operator controls, high pressure pumping system and specialized water jet cutting heads to flush, clean and remove roots and debris from sewer mains. The bidder will supply and mount this equipment on a recently purchased 1997 Stewart and Stevenson cargo army surplus 6X6 all terrain vehicle that will be used to access the remote areas. Bids are as follows:

Red Municipal & Industrial Equipment Company	$117,868
Key Equipment	$121,919
Elliot Equipment Company	$158,310

Staff recommends purchase of the sewer jetter equipment from Red Municipal as a necessary component that will be regularly used in the city's sewer utility.

Funds are budgeted in the 2016 water and sewer operational capital fund to cover this cost.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 620-4500-570.70-99

ATTACHED INFORMATION:

BILL NO. 5083 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF RED MUNICIPAL & INDUSTRIAL EQUIPMENT COMPANY FOR THE PURCHASE OF SEWER JETTER EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for sewer jetter equipment for the Utilities Department; and

WHEREAS, of the proposals which were received, Red Municipal Industrial Equipment Company has been recommended by staff; and

WHEREAS, the Board of Aldermen desire to award the contract.

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

Section 1: That the Board of Aldermen hereby accepts the proposal of Red Municipal Industrial Equipment Company for the purchase of sewer jetter equipment for the Utilities Department in the amount not to exceed $117,868 and authorizes the Mayor to execute the contract hereto as Exhibit "1".

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

Read this first time on _____ day of _____, 2016.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

11-16-16
_____
William T. Duston
City Attorney

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 **Red Municipal & Industrial Equipment Company** ("Seller").

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase**. The City agrees to purchase and the Seller agrees to sell the following item(s): **sewer jet machine, from a date beginning on the execution date of this contract to a date ending April 30, 2017.**

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

   a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**

   b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.

   c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **One Hundred Seventeen Thousand Eight Hundred Sixty Eight Dollars ($117,868.00), all of which is dependent upon budget appropriations.**

3. **Delivery and Shipment.**

   a. The Seller is responsible for the costs of shipment.

   b. Time is of the essence with respect to each shipment.

   c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.

   d. Deliveries are to be made to: **2855 Fall Creek Road, Branson, MO 65616.**

4. **Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.

5. **Inspection and Acceptance.**

   a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.

   b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.

   c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.

6. **Warranty.**

   a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.

   b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

   c. Any implied warranties are not altered by this written contract.

   d. Additional terms: N/A.

7. **Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

8. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

9. **Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

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

11. **Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.

12. **Termination of Contract.** The City reserves the right to terminate the contract at any Time if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City. In the event of such termination, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby.

13. **Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

15. **Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.

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

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

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

SELLER:

By: _____
(Signature)

Name: William W. Akins
(Printed Name)

Title: General Manager

Company Name: Red Municipal + Industrial Equipment Co

Address: 5206 E. 9th St.
Kansas City, MO 64124

Phone: 816-231-2005

E-Mail: office@redequipmentco.com

Tax ID: 36-4221763

CITY OF BRANSON, MISSOURI

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____ 10-22-19
William T. Duston
City Attorney

Exhibit A

Red Equipment Co.
5206 E. 9th St.
Kansas City, MO 64124

SCOPE OF WORK

Red Equipment Company agrees to furnish one (1) sewer jet machine (auxiliary engine drive/open reel) that is the manufacturer's latest design and production. The sewer jet machine shall be mounted on a City owned truck.

All equipment bid shall be equal to or exceed the following minimum specifications.

General Specifications:

Sewer Jet Machine (Auxiliary Engine Drive / Open Reel)

1. Water Tank:
   - 1.1 700 gallon tank "must meet D.O.T. weight regulations"
   - 1.2 Structural "polypropylene" material
   - 1.3 Full interior reinforcing with fused lateral and longitudinal internal baffles
   - 1.4 Top fill air gap
   - 1.5 Top fill housing with water strainer
   - 1.6 Over flow pipe from top fill housing through tank to bottom drain
   - 1.7 Ladder with grip strut rungs to top of tank
   - 1.8 Full length sub frame structural box type to City specified width
   - 1.9 Pump water supply filter located in pump compartment
   - 1.10 Tank water level sight tube (s)
   - 1.11 Shut-off valve on water supply line
   - 1.12 Storage for fill hose
   - 1.13 Tank low point drain
   - 1.14 25' x 2 1/2" fill hose

2. Water Pump and Power Systems:
   - 2.1 "Meyer", or approved equal water pump 80 GPM / 2000 PSI
   - 2.2 Diesel engine, minimum 138 Horse Power
   - 2.3 High temp / low oil shut down
   - 2.4 Twin disc clutch with remote engage lever
   - 2.5 10 GPM / 2000 PSI hydraulic pump for reel drive
   - 2.6 30 gallon hydraulic oil reservoir with level and temp gauge
   - 2.7 Immersion, in tank type hydraulic filter 10 micron
   - 2.8 Water pump drain valves
   - 2.9 High pressure water system regulator – re-buildable type
   - 2.10 System equipped to do full winterization in the field

3. Sewer Hose Reel / Controls / Gauges and Accessories:

3.1 Hose reel with 800' of 1" hose capacity
3.2 Hydraulic / Manual 180 degree reel rotation with locking mechanism
3.3 Structural box frame for hose reel
3.4 High torque planetary gear box reel drive system with cushion valve
3.5 Spun reel flanges
3.6 Manual hose level wind
3.7 "Piranha", 800' x 1" sewer hose installed
3.8 10' x 1" leader hose
3.9 Three way, single ball valve for jetter operation
3.10 Variable speed hydraulic reel direction control valve
3.11 Indicator light and alarm for low water
3.12 Mechanical footage counter
3.13 Hydraulic pressure gauge
3.14 Water pressure gauge
3.15 Auxiliary engine vital signs gauges
3.16 Auxiliary engine throttle
3.17 Emergency kill switch
3.18 "NozzTeq" BL Swipper TM 4 Jet Tier III or approved equal, Nozzle (1" hose connection)
3.19 "NozzTeq" Spinner TM or approved equal, Nozzle (1" hose connection)
3.20 "NozzTeq" C-Ray TM 400 Series or approved equal, Nozzle (1" hose connection)
3.21 "NozzTeq" Wash Down or approved equal, Hand Nozzle (1" hose connection)
3.22 Short style nozzle extension
3.23 Tiger tail hose protector
3.24 Manhole hook
3.25 Handgun with 35' x ½" hose w/ quick connect plug in

4. Safety:
   4.1 Rear, top mounted LED arrow stick
   4.2 Front, top mounted LED strobe light
   4.3 Safety DOT reflective triangle kit
   4.4 D.O.T. regulation mud flaps

5. Outfitting:
   5.1 Complete installation by Red Equipment Company shall be on City provided (1997 Stewart-Stevenson, 5-ton, 6x6, cargo truck, M1803 series); cost includes all travel, transportation, labor, fabrication, personnel, and materials for installation of a fully functional and operational, ready for service sewer machine.
   5.2 Mounting of operator controls must be accessible from ground level. (Elevated platforms will not be accepted)
   5.3 Red Equipment Company shall be responsible to inspect and review the above listed truck and coordinate installation of equipment in accordance with the needs of the City. Complete installation of the sewer jet machine

and control device equipment shall be performed by Red Equipment Company at their place of business. Fully functional and operational, ready for service sewer jet machine must meet D.O.T. weight regulations.

5.4 D.O.T. lighting, brake, turn, marker lights LED

6. Warranty:

6.1 One Year Unit

6.2 One Year Installation, Workmanship, and Fabrication

6.3 Ten Year Water Tank

6.4 All warranties shall be all inclusive and cover expense for repairs and service, transportation of equipment, travel time for service technician, service vehicle, shop time, parts, and labor.

8. The City reserves the right to inspect the equipment prior to purchase.

Exhibit B

PRICING PAGE

Red Equipment Company provided pricing information as specified below to provide a sewer jet machine (auxiliary engine drive/open reel) that is the manufacturer's latest design and production mounted as specified in accordance with the terms and conditions of the contract.

001.	Sewer jet machine	$ 117,868.00

BILL NO. 5084

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF SPRINGFIELD WINWATER FOR THE PURCHASE OF REPLACMENT WATER METERS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

El-1: Action 1.2.7 Based upon the existing water meter program, continue to monitor, maintain and make upgrades as necessary to all residential and business water meters to provide more accurate and reliable measurements leading to increased revenue generated from consumption.

STAFF REPORT:

Two bids were received on September 19, 2016 for the purchase of 251 water meters as part of the Utilities department water meter replacement program. The new meters will replace 246 – 3/4 inch, 3 – 2 inch, 1 – 3 inch and 1 – 6 inch existing meters which are scheduled for change-out during this seventh phase of the program.

Bid specifications require new meters to be supplied with, or be compatible with the department's existing Hersey brand radio read system or existing Verizon cellular based monitoring network. Staff reviewed the bids received and selected the lowest and best bid option for each meter size. Upon review it was determined the smaller ¾ inch residential meters will be equipped with the Hersey radio read and the larger commercial meters will be equipped with the Verizon based system.

Bid results for the ¾ inch meters are as follows:

Item	Total Quantity	Company	Total Cost
¾" meter/register	246	Springfield Winwater	$ 36,654
		Metron-Farnier	$ 92,250

Staff recommends bid award of the above meters equipped with Hersey radio read technology, in the amount of $36,654, to Springfield Winwater.

Staff recommends purchase of the 2, 3 and 6 inch commercial meters through Metron-Farnier, Inc., as lowest and best bid in the amount of $8,380. The Metron equipment purchase will be processed under a separate contract approved at the City Administrator level. The Metron meters will be equipped with Verizon cellular based communication technology which allows additional features over the current radio read system, including monitoring features which will benefit the city and the

customer by reducing water loss through early leak detection. Early detection can result in a beneficial water loss savings particularly on large commercial meters. Labor cost for monthly water meter reading will also be reduced. Utilities and the customer will be able to view daily consumption and receive an alarm for any possible water leak. The Metron water meter has one of the highest levels of accuracy, particularly at low flows. Where competing meters can measure as low as 3 to 5 gallons per minute under low flow conditions the Metron meter will continue to measure down to .75 gallons per minute.

Total cost for purchase of meters and communication devices under this phase of change-out is $45,034. Funds have been budgeted in the 2016 water and sewer capital budget for this expense.

Following installation of this group of meters the department's metering system will be at 100% auto read and no meter in the city system will be older than 10 years. This objective was set in place when Utilities formed in 2010 with a goal to achieve 100% auto read by 2019. With the diligent efforts of the meter maintenance staff this objective will be finished two years ahead of schedule.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 146-5010-510.90-11

ATTACHED INFORMATION:

BILL NO. 5084 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF SPRINGFIELD WINWATER FOR THE PURCHASE OF REPLACEMENT WATER METERS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for purchase of approximately 251 water meters for the City of Branson; and

WHEREAS, of the proposals which were received, Springfield Winwater has been recommended for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of Springfield Winwater for the purchase of water meters in the amount not to exceed $36,654 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Read, this first time on this _____day of _____, 2016.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

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 **Springfield Winwater Works Company** ("Seller").

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase**. The City agrees to purchase and the Seller agrees to sell the following item(s): **water meters, from a date beginning on the execution date of this contract to a date ending March 30, 2017.**

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

   a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**

   b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.

   c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Thirty Six Thousand Six Hundred Fifty Four Dollars ($36,654.00), all of which is dependent upon budget appropriations.**

3. **Delivery and Shipment.**

   a. The Seller is responsible for the costs of shipment.

   b. Time is of the essence with respect to each shipment.

   c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.

   d. Deliveries are to be made to: **2855 Fall Creek Road, Branson, MO 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. **Missouri Immigration Law Affidavit.** After January 1, 2009, the Seller 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 Seller 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 Seller 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 Immigration Law Affidavit does not apply because the dollar value of the contract is less than the $5,000 minimum.

18. 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: Shan Pace
(Signature)

Name: Shaun Pace
(Printed Name)

Title: Customer Service Rep

Company Name: Springfield Winwater

Address: 1151 S Scenic Ave
Springfield, MO. 65802

Phone: 417-865-9000

E-Mail: Smpace@winwaterworks.com

Tax ID: 43-1566884

CITY OF BRANSON, MISSOURI

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____ 11-[illegible]
William T. Duston
City Attorney

Exhibit A

Springfield. Winwater Works Co.
1151 South Scenic
Springfield, MO 65802

SCOPE OF WORK

1. Purpose: Springfield. Winwater Works agrees to provide water meters equipped with encoded registers producing "SENSUS Protocol", equipped with or compatible with signal transmitters allowing electronic reading with the "Hersey Street Machine" and accompanying software, or water meters equipped with or compatible with the "Metron-Farnier Innov8-VN" register which communicates to a "Verizon Cellular Based Network". A minimum 3 foot pigtail wire shall be provided from the register for alternate meters which will communicate through, but not directly connect to, the "Hersey Hot Rod" transmitter or the "Metron-Farnier Innov8-VN" register.

2. General Requirements:

   2.1 Final assembly must be a functioning combination of approved water meter and a "Hersey Hot Rod" transmitter or the "Metron-Farnier Innov8-VN" register, whether supplied as a single combination unit or through assembly of individual units supplied by multiple vendors. Meters with registers which are not compatible with the "Hersey Hot Rod" transmitter allowing automated reading through the City's existing water meter auto read system or the "Metron-Farnier Innov8-VN" register allowing automated reading through the "Verizon Cellular Network" will not be considered. Documentation confirming compatibility must be submitted with bid.

   2.2 All meters and meter components must be constructed of lead free materials meeting requirements of U.S. Senate Bill S. 3874, and the "Reduction of Lead in Drinking Water Act". Documentation verifying lead free materials shall be submitted with bid documents.

   The City estimates the purchase of:

   2.3 246 – 5/8" x ¾" "Hersey Model 420B" or 5/8" x ¾" "Metron-Farnier Spectrum 30D" positive displacement or approved equal water meters equipped with or compatible with;
   - encoded registers producing "SENSUS Protocol", to communicate with the "Hot Rod" transmitter allowing electronic reading with the "Hersey Street Machine", or;
   - the "Metron-Farnier Innov8-VN" register which communicates to the "Verizon Cellular Network"

   2.4 3 – 2" Metron-Farnier Spectrum 130D or approved equal Meter equipped with or compatible with "Innov8-VN" register, which communicates to the "Verizon Cellular Network"

2.5 1 - 3" Metron-Farnier Spectrum 175D or approved equal Meter equipped with or compatible with "Innov8-VN" register, which communicates to the "Verizon Cellular Network"

2.6 1 - 6" Metron-Farnier Spectrum 1000D or approved equal Meter equipped with or compatible with "Innov8-VN" register, which communicates to the "Verizon Cellular Network"

Options:

2.7 "Hersey Hot Rod" transmitter only allowing electronic reading with the "Hersey Street Machine" and accompanying software.

2.8 "Metron-Farnier Innov8-VN" register only allowing automated reading through the "Verizon Cellular Network" for the Hersey brand meters listed in this RFB or alternate bid meters meeting compatibility.

2.9 External antenna for "Metron-Farnier Innov8-VN" register.

4. The City reserves the right to inspect the equipment prior to purchase.

Exhibit B

PRICING PAGE

Springfield. Winwater provided pricing information as specified below to provide replacement water meters with readers as specified in accordance with the terms and conditions of the contract.

Item	Description	Price Each
001.	5/8 x 3/4 Inch Meter Hersey Model 420B Meter & "Hot Rod" Transmitter Combination	$ 149.00 /ea.

BILL NO. 5085

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF FTC EQUIPMENT, LLC. FOR THE REBUILD OF A SUBMERSIBLE SEWAGE PUMP AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

El 1.1.1: Establish a repair/replacement infrastructure plan and process.

STAFF REPORT:

FTC Equipment has submitted a price quote to rebuild a 139.4 HP ABS brand submersible pump from the Cooper Creek wastewater plant influent pump station. This work is necessary to repair an initial seal failure and while the unit is in tear down staff determined it to be cost effective to also proceed with a full evaluation and bearing replacement rebuild.

FTC Equipment is the area representative for ABS brand pumping equipment and a restricted distributer for ABS municipal sales and repair. Cost for this factory rebuild is not to exceed $16,048.67.

Staff recommends repair of this submersible sewage pump by FTC Equipment.

Funds are budgeted in the 2016 water and sewer operational fund to cover this cost.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **620-4420-570.20-59**

ATTACHED INFORMATION:

BILL NO. 5085 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF FTC EQUIPMENT, LLC. FOR THE REBUILD OF A SUBMERSIBLE SEWAGE PUMP AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson requested a quote for the repair of a submersible sewage pump for the Utilities Department; and

WHEREAS, FTC Equipment, LLC. has been recommended by staff to perform a necessary rebuild; and

WHEREAS, the Board of Aldermen desire to award the contract.

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

Section 1: That the Board of Aldermen hereby accepts the proposal of FTC Equipment, LLC. for the rebuild of a submersible sewage pump for the Utilities Department in the amount not to exceed $16,048.67 and authorizes the Mayor to execute the contract hereto as Exhibit "1".

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

Read this first time on _____ day of _____, 2016.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this 4th day of November, 20 16, by and between the City of Branson, Missouri (the "City") and **FTC Equipment, LLC** ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term**. The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2016.**

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 Forty Eight Dollars and Sixty Seven Cents ($16,048.67), 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: Zachary M. Castilleja
(Signature)

Name: Zach Castilleja
(Printed Name)

Title: Inside Sales

Company Name: FTC Equipment, LLC

Address: 5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200

E-Mail: ZachC@FTCEquipment.Com

Tax ID: 54-2153583

CITY OF BRANSON, MISSOURI

Karen Best
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

William T. Duston
City Attorney

Exhibit A

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

SCOPE OF WORK

1. Purpose: FTC Equipment agrees to repair the following submersible sewage pump from the City of Branson's Cooper Creek Wastewater Treatment Plant.

   General Requirements:

2. Essential Duties and Responsibilities:

   2.1 FTC Equipment shall provide all labor, parts, materials, machinery and supplies to make all repairs, rebuilds, modifications or replacements for a complete and proper functioning pump/motor unit, including at a minimum:

   a. Disassemble and fully inspect all pump/motor components.
   b. Clean, bake and surge test motor windings.
   c. Inspect and correct any deficiencies requiring build-up and/or machine work to housings, shafts, rotors, keyways and any other stationary and rotating components of the pump/motor.
   d. Inspect, test, repair or replace as necessary for proper operation, thermal protection devices and internal electrical components.
   e. Replace all pump/motor bearing sets and related components.
   f. Replace all mechanical seals.
   g. Replace all o-rings, grommets, and gaskets and other seal type components.
   h. Replace thrust plates, lock plug and nut, any keys and all other standard wear parts.
   i. Balance motor/pump shafts as necessary.
   j. Evaluate pump rotor and stator for proper condition, specified diameter and dimension; repair or replace as necessary for proper operation.
   k. Clean all pump/motor parts and components, assemble and test for proper operation.
   l. Wiring shall be inspected, tested and repaired or replaced as necessary to assure proper working condition.

   2.2 City personnel shall disconnect and re-connect the pump at the electrical control disconnect in preparation for removal and following re-installation.

2.3 Following complete rebuild the contractor shall deliver pump to the Cooper Creek Wastewater Plant.

2.4 FTC Equipment shall repair all pumping equipment in accordance with manufacturer specifications and test mechanical and electrical operation of each pump to assure complete and proper pump operations.

3 Pump and Motor Warranty: FTC Equipment warrants that, upon completion of repair work, that all materials and labor will be and will remain free from defective workmanship or materials for a period of one (1) year from Date of Completion. In the event that a defect occurs within this warranty period, the contractor shall, at his sole expense, repair, replace or otherwise correct 100% of any such defective workmanship or materials.

4 Existing Pump and Equipment Information

4.1 ABS Pump Model XFP200J-CH2 PE1040/4, 3PH, 139.4 HP, 1783 RPM, 460V, S/N 59032

5 Invoicing: The City agrees to pay FTC Equipment 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 FTC Equipment and subject to approval by the requesting department that FTC Equipment fully performed the work satisfactorily.

6 Subcontracting: FTC Equipment must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. FTC Equipment must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.

Exhibit B

PRICING PAGE

FTC Equipment provided pricing information as specified below to provide replacement of submersible sewage pump unit in accordance with the terms and conditions of the contract.

001.	Parts and materials	$ 11,408.67
002.	Labor	$ 3,140.00
003.	Shipping	$ 1,500.00

BILL NO. 5086

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF GREENWAY RECYCLING, INC. PERTAINING TO THE TRANSPORT AND MARKETING OF RECYCLABLE MATERIALS FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 8, 2016** **FINAL READING:** **NOVEMBER 22, 2016**

INITIATED BY: **ENGINEERING DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

C 2.2.1: Provide opportunities for community members to understand what constitutes a healthy, cohesive community.

STAFF REPORT:

One qualified bid was received September 29, 2016 for the transport and marketing of recyclable materials. The city receives many tons of recyclable materials at the recycling center every year. Once received, these materials need to be transported to the firms who will recycle the materials. The most effective method to accomplish this process is to retain a company who provides the transportation and will reimburse the city for the value of the materials.

This bill authorizes the execution of a contract with Greenway Recycling, Inc. for the transport and marketing of recyclable materials.

The contract is for one year and the term will be from January 1, 2017 through December 31, 2017 with the option to renew four (4) additional one (1) year terms. Each renewal will require a renewal contract with City Council approval. This contract provides fixed pricing for each of the various materials collected at the recycling center.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **101-0000-430.41.11**

ATTACHED INFORMATION:

BILL NO. 5086 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF GREENWAY RECYCLING INC. PERTAINING TO THE TRANSPORT AND MARKETING OF RECYCLABLE MATERIALS FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for the transport and marketing of the recyclable materials for the City of Branson; and

WHEREAS, of the proposals which were received Greenway Recycling, Inc., has been recommend for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of Greenway Recycling, Inc., pertaining to the transport and marketing of recyclable materials for the City of Branson 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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20___, by and between the City of Branson, Missouri (the "City") and **Greenway Recycling, Inc.** ("Service Provider").

WITNESSETH:

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

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

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

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

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

3. **Payment for Labor and Materials**. The 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.

4. **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 January 1, 2017 to a date ending December 31, 2017, with the option to renew for up to four (4) additional successive one-year terms. Each additional year will require a contract and Board approval. The contract shall not bind, nor purport to bind, the City to renew beyond the original term unless written approval is provided by the City.**

5. **Payment**.
   A. Conditioned upon acceptable performance. The Service Provider agrees to pay the City in accordance with the terms set forth in **Exhibit B.**

6. **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.

7. **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.

8. **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.

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

10. **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.

11. **General Independent Service Provider Clause**. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the 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.

12. **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.

13. **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.

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

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven Dollars ($2,734,567.00) per occurrence for personal injuries

(including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven Dollars ($2,734,567.00) 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.

15. **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.

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

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

18. **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.

19. **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.

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

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

SERVICE PROVIDER:

By: _____
(Signature)

Name: James VanBuhler
(Printed Name)

Title: President

Company Name: Greenway Recycling, Inc.

Address: 304 W Sunset / PO Box 178
Fordland, MO 65652

Phone: 417-767-4390

E-Mail: greenwayrecycling@centurylink.net

Tax ID: 43-1839177

CITY OF BRANSON, MISSOURI

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

11-1-16

_____
William T. Duston
City Attorney

Exhibit A

Greenway Recycling
PO Box 178
Fordland, MO 65652

SCOPE OF WORK

1. Purpose: Greenway Recycling agrees to furnish all items necessary to provide for the complete operation of a recycling center. Items may be proposed together or by separate item classification, i.e. plastics, newspaper, cardboard, aluminum, tin/steel cans.

2. General Requirements:

   2.1 Greenway Recycling shall be required to furnish collection containers, which permit the segregation of materials, depending on whether material is marketed loose or baled. Cost of containers shall be included.

   2.2 Greenway Recycling shall be required to furnish one down stroke baler capable of baling either plastic or tin. Baler may be used but must be in good working condition. Greenway Recycling shall be required to furnish all wire needed for baling of all materials.

   2.3 Greenway Recycling shall provide efficient pick up of materials.

   2.4 Greenway Recycling shall cooperate and coordinate fully with the City's efforts to encourage recycling. Greenway Recycling shall not be required to provide personnel or materials to encourage such efforts but shall not act in any manner, which is in conflict with the City's efforts.

   2.5 Greenway Recycling shall pick up and transport collected recyclable materials to the appropriate market places; sell recyclable materials in a manner and to such markets which insure the materials will be recycled. The City may request Greenway Recycling to provide bills of lading with weights and destinations of any materials taken from the Branson Recycle Center. Greenway Recycling shall collect such materials on a schedule, which allows efficient and effective operation of the site as directed by the City. The City may, from time to time, direct Greenway Recycling to change the frequency of pick-ups (as volume changes). Greenway Recycling shall supply weights of materials to the City within 30 days of removal from the site.

   2.6 Greenway Recycling shall provide and maintain all containers and processing equipment in such condition and in a manner appropriate for public exposure and which is acceptable to the City. Greenway Recycling shall be responsible for any damage to the site caused by Greenway Recycling's personnel or equipment.

   2.7 Greenway Recycling shall provide payment for recyclable materials within 30 days of pickup. Failure to do so may be grounds for cancellation of the contact.

2.8 Greenway Recycling shall provide dated copy of Yellow Sheet or equivalent current market pricing information for current load with invoice.

3. **RECYCLABLE MATERIALS**: Materials that may be collected, transported, separated, and marketed under this contract are listed below. Materials may be added or deleted from each group at the discretion of the City. Materials not listed in any of the following groups may be added upon mutual agreement between the City and the Proposer. Proposers may propose additional materials to be added to the Scope of Work. Collection volumes for 2015 are included in each category below.

   Materials Collected: The City estimates the following annual weights for items collected in 2015:

OCC	140 tons
Newsprint/Magazines	81 tons
Shredded paper	6 tons
Mixed Paper	114 tons
Sorted Office Paper	16 tons
#1 Plastics	18 tons
#2 Plastics	15 tons
Other Plastics #3-7	7 tons
Tin/steel	19 tons
Aluminum	5 tons
Glass	275 tons (Optional for contract)

4. Investigation of Conditions: Before submitting a proposal, proposer is required to examine the site of the work and fully inform themselves of the conditions and limitations. Proposer must use such methods and means to carry out his work so as to cause minimal interruption or interference with City business.

5. Equipment Requirements: The Branson Recycle Center currently owns two (2) down stroke balers which bale shredded paper and aluminum; and two (2) horizontal balers for #1 plastic and cardboard. Greenway Recycling shall provide an additional baler for #2 plastic. Tin is currently being shipped in Gaylord's. Greenway Recycling shall also provide a box trailer, which is loaded with plastics, tin, aluminum and paper. Greenway Recycling shall provide trailer(s) to trade out. Greenway Recycling shall provide wire for balers. Proposal should include replacement equipment furnished or alternative plan for preparation of materials for market. Greenway Recycling shall provide orientation and training for Branson Recycle Center employee upon receipt of contract and orientation and training for any necessary changes in processing of materials for market. Greenway Recycling shall also provide on-going coordination with the Recycle Center Manager.

7. Combination of services: The City reserves the right to select any combination of services submitted. The City also reserves the right to add or remove materials at its discretion.

Exhibit B

PRICING PAGE

Greenway Recycling agrees to reimburse based on a percentage of market value of materials collected per the estimated totals of materials collected as referred to in the Scope of Work section 3 and in accordance with the terms and conditions of this contract.

001. Reimbursements: The Proposer agrees to pay reimbursements to the City monthly in arrears in accordance with the rates set forth in the proposal and in accordance with the percentage of Market Value proposed by the proposer in its proposal. Any reimbursements to be paid to the City shall remain as a percentage of market value of materials for the entire term of the contract and extensions thereto. Payments for recyclable materials shall be made within 30 days of pickup. Failure to do so may be grounds for cancellation of the contract.

OCC – (Baled)
Market price Market based on Hi side of Chicago OBM
Plus $5/ton "Yellow Sheet"

News Print & Magazines – (Loose in Gaylord's)
80% of market price Market based on Hi side of Chicago OBM "Yellow Sheet"

Mixed Paper – (Loose in Gaylord's)
70% of market price Market based on Hi side of Chicago OBM "Yellow Sheet"

Sorted Office Paper – (Loose in Gaylord's)
70% of market price Market based on Hi side of Chicago OBM "Yellow Sheet"

#1 PET Plastic – (Baled)
80% of selling market Payment based on actual selling price of material at time of sale

#2 HDPE Plastic – (Baled)
80% of selling market Payment based on actual selling price of material at time of sale

Tin/Steel
80% of market price Market based on Monthly price of Short Steel published by "American Metals Market"

Aluminum
90% of market price Market based on Monthly price for UBC published by "American Metals Market"

Books, Telephone, Hardback, Paperback – (Loose in Gaylord's)
70% of market price Market based on Hi side of Chicago OBM "Yellow Sheet"

Shredded Paper – (Baled)
90% of market price Market based on Hi side of Chicago OBM "Yellow Sheet"

BILL NO. 5087

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF CORPORATE BUSINESS SYSTEMS PERTAINING TO COPIER MAINTENANCE FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **IT DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STRATEGIC GOAL/COMPREHENSIVE PLAN:

W3.1 - Our employees will be provided with appropriate equipment, supplies and maintenance.

STAFF REPORT:

In January of 2016 the City executed a four-year agreement with Corporate Business Systems to lease 13 large output copiers which are used in various departments throughout the City. This agreement is in addition to the managed print services contract to provide employees with newer and more reliable equipment and establishes a consistent replacement cycle for high output machines.

This agreement serves as an annual maintenance contract and includes all maintenance, toner supplies, and end user training. The contract is based on our current print volume and includes 62,700 mono and 24,025 color pages per month. Overages are billed at $0.0058 mono and $0.035 color per page.

The monthly cost is $1,204.54.

The not to exceed amount on this contract is $17,000.

Funds for this contract are within the 2017 budget.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 101-1095-510-2044; 620-4500-570-2055

ATTACHED INFORMATION:

BILL NO. 5087 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF CORPORATE BUSINESS SYSTEMS PERTAINING TO COPIER MAINTENANCE FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson accepted the proposal of Corporate Business Systems pertaining to copier maintenance; and

WHEREAS, Corporate Business Systems has been recommended for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of Corporate Business Systems pertaining to copier maintenance in an amount not to exceed $17,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

Read, this first time on this _____ day of _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "1"

Corporate BUSINESS SYSTEMS

3448 East Cherry Street, Springfield, MO 65802 P (417) 831.6400 (800) 370.9984 F (417) 831.3183

PLEASE SELECT

- ☐ Managed Print Services (MPS)
- ☑ Total Service and Supplies (TSS)
- ☐ Rental Agreement

BILL TO NAME	Branson, City of	BILLING CONTACT	Traci Henderson
STREET	110 West Maddux	EMAIL	thenderson@bransonmo.gov
CITY	Branson, City of ST MO ZIP 65616	PHONE	417-337-8573

AGREEMENT BASE PAYMENT	$ 1,204.54	MONO PAGES INCLUDED	62,700	COLOR PAGES INLCUDED	24,025
AGREEMENT START DATE	Feb. 19, 2017	BASE BILLING CYCLE:	☑ MONTHLY ☐ QUARTERLY ☐ SEMI ANNUAL ☐ ANNUAL ☐ INCLUDED IN LEASE / MPS PAYMENT		
AGREEMENT TERM (# of months)	12	OVERAGE BILLING CYCLE	☑ MONTHLY ☐ QUARTERLY ☐ SEMI ANNUAL ☐ ANNUAL ☐ OVERAGES BILLED BY LEASING CO		

☑ If this agreement covers more than one system or has 3 tier color, please check this box and utilize the "Schedule A" and/or "Schedule 3T"

MAKE	MODEL	SERIAL #	CBS ID #	EMETER (Y/N)	MONO START METER	OVERAGE RATE	COLOR START METER	OVERAGE RATE

DEPARTMENT		CONTACT		EMAIL			PHONE		
STREET	See attached Schedule A			CITY		STATE		ZIP	

1. This agreement includes all mechanical parts, drums, or photoconductors, toners, development units, fuser assemblies, fuser oil, paper feed kits, preventative maintenance, repair service, and 30 days free network support for any device installed on your network by a Corporate Business Systems' provided network engineer.

2. This agreement does not include: Paper, labels, staples, transparencies of any kind, software and/or network related issues directly related to the malfunction of the CBS installed device that occur after the 30 day CBS support has expired, or the installation and/or removal of toner or stapler cartridges unless directly related to the malfunction of the device.

3. When this service agreement covers a multifunctional or digital device that is located on your network, and it has been determined by our technician to be a problem other than the actual device, we will explain the situation to your network administrator or designated individual. Should you desire further assistance from CBS for technical support outside the scope of this agreement, it will be billed at CBS's current service labor rate per hour.

[redacted]

5. In consideration of the performance and observance by the Customer of the terms and conditions hereof, Corporate Business Systems, hereafter referred to as "CBS", agrees, subject to the terms and conditions hereof, to train a key operator and to perform all maintenance as required. The technical representative will inspect, clean, lubricate and make ordinary and necessary mechanical adjustments on the above described equipment according to factory recommendations. CBS will also perform all intervening calls requested by the customer at no extra charge unless machine malfunction is caused by, act of God, vandalism, customer misuse, neglect or error.

6. All scheduled calls and intervening calls will be performed during CBS's normal working hours. The rate shown above for charges per copy and base charge are for performing maintenance only at the location listed above or on attached equipment schedule. Should the equipment be relocated, a different rate may prevail.

additional terms and conditions are found on the reverse side of this document. Your signature below demonstrates that you have read and agree to all terms & conditions.

Customer Signature

Title: DIRECTOR OF SALES

Date

Signature of CBS Selling Representative

0

I decline CBS Annual Connectivity Support Agreement as describes by CBS Sales Executive. I understand that by not signing this agreement, all calls not covered by the Total Service and Supply Maintenance Agreement (TSS) will be billed at $120/hour phone support and $150/hour onsite support. Initials _____

APPROVED AS TO FORM:

1-17-16

City Attorney

7. The customer agrees to appoint a key operator and to exert reasonable care in the operation of the equipment and to provide manufacturer recommended consumable supply items and customer care programs as frequently as needed for optimum machine performance.

Customer agrees to:

1. Assign an employee as key operator for each device or devices covered under this agreement
2. Replace all user replaceable supplies (toners, staples, paper etc.) as indicated by the system covered under this agreement.
3. Inform CBS of any changes in equipment location or removal of equipment covered under the agreement.
4. Make CBS aware of any network changes that affect the ablity to remotely gather meters.
5. Provide meter readings when requested. Remote meter collection software may be deployed but if CBS can't collect meters through this means manual meter readings must be taken and provided to CBS.

8. Shop overhaul or alterations performed on the premises of CBS Service Center will be billed separately from this agreement. Such services shall be rendered after an estimate of the additional charge has been given to and approved by the Customer.

9. CBS shall not be obligated to provide services as called for in the agreement unless the Customer is current with all payments due CBS under the terms of this agreement or any other agreement related to specified equipment.

[redacted]

12. Customer is required to immediately notify CBS upon installation of any additional equipment at Customer's site capable of using CBS supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this agreement. Clients must inform CBS of any changes of location of equipment under contract.

13. Customers under Rental Agreement contract may buy out of the contract for 30% of the remaining stream of payments. A one time fee of $150.00 will be charged to customer on first invoice to offset the expense of delivery, set up, training and end of rental pick up of hardware.

14. CBS recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. CBS agrees to treat Customer's Information on a confidential basis. CBS further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of CBS who have to perform the services contemplated hereunder. CBS agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

15. If customer declines the use of the CBS automated meter gathering software the the customer assumes full responsibility for providing CBS with accurate meter readings as requested by CBS. If meter readings are not provided, CBS will generate a high estimate of the customers usage and generate a timely invoice.

16. Customers are responsible for any applicable personal property taxes & sales taxes.

17. CBS shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage)

18. In the event that CBS does not perform the services to the Customer's satisfaction, Customer shall inform CBS in writing and CBS shall have a period of thirty (30) days to correct any deficiencies in performance. Should CBS still be unable to correct the problem, the Customer shall have the option of terminating this Agreement without incurring any penalty including Liquidated Damages. In the event of termination for non-performance Customer shall:

a) Permit CBS to remove any CBS owned equipment and supplies covered under this Agreement

b) Pay all charges due and owing to CBS through the date of removal of such equipment and supplies

SCHEDULE A

CUSTOMER _____ DATE _____

#	MAKE MODEL	ID Number SERIAL # DEPARTMENT	EMETER (Y/N)	ADDRESS CITY STATE	CONTACT PHONE EMAIL	BASE PAGES MONO START METER	OVERAGE RATE	BASE COLOR PAGES COLOR START METER	OVERAGE RATE
	Savin								
	MP C3503	Police Dept. Hallway					0.0058		0.035
1	Configuration Notes	3 Trays/Finisher/3-hole punch/keyboard/smart op panel							
	Savin								
	MP C4503	Police Dept. Records					0.0058		0.035
2	Configuration Notes	3 Trays/Finisher/3-hole punch/keyboard/smart op panel							
	Savin								
	MP C3503	Utliities 3rd Floor					0.0058		0.035
3	Configuration Notes	4trays/Finisher/punch/fax/keyboard/smart op panel							
	Savin								
	MP2003	Public Works Water Tower 2nd Floor					0.0058		0.035
4	Configuration Notes	Cabinet/Keyboard/smart op panel							
	Savin								
	MP C5503	City Clerk					0.0058		0.035
5	Configuration Notes	3trays/LCIT/Finisher/punch/fax/keyboard/Smart op panel							
	Savin								
	MP C3003	Admin					0.0058		0.035
6	Configuration Notes	4trays/Cabinet/Finisher/fax/keyboard/smart op panel/punch							
	Savin								
	MP C2503	Utliities 4th Floor					0.0058		0.035
7	Configuration Notes	4trays/Finisher/Fax/Keyboard/smart op panel/punch							

#	MAKE MODEL	ID Number SERIAL # DEPARTMENT	EMETER (Y/N)	ADDRESS CITY STATE	CONTACT PHONE EMAIL	MONO START METER	OVERAGE RATE	COLOR START METER	OVERAGE RATE
	Savin								
	MP C3503	Engineering					0.0058		0.035
8	Configuration Notes	4trays/Booklet Finisher/punch/keyboard/smart op panel							
	Savin								
	MP C3503	Planning and Development					0.0058		0.035
9	Configuration Notes	4tra/finisher/punch/fax/keyboard/smart op panel/booklet finisher							
	Savin								
	MP C3503	HR/IT					0.0058		0.035
10	Configuration Notes	4trays/Finisher/PS/booklet finisher/keyboard/smart op panel							
	Savin								
	MP C5503	Finance					0.0058		0.035
11	Configuration Notes	LCIT Booklet finisher/punch/fax/keyboard/smart op panel							
	Savin								
	MP C2503	Fire 1					0.0058		0.035
12	Configuration Notes	3trays/Finisher/fax/keyboard/smart op panel/booklet finisher							
	Savin								
	MP C3503	Rec Plex					0.0058		0.035
13	Configuration Notes	4trays/Finisher/punch/fax/keyboard/smart op panel							
14	Configuration Notes								
15	Configuration Notes								
16	Configuration Notes								

Customer Signature	

APPROVED AS TO FORM:

10-21-14

City Attorney

BILL NO. 5088

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING AN ADDENDCUM FOR THE CLASSIFICATION AND COMPENSATION STUDY CONTRACT FROM SPRINGSTED INCORPORATED FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **HUMAN RESOURCES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STRATEGIC GOAL/COMPREHENSIVE PLAN:

W - Workplace Objective: we will continue to be a great place to work for great people.

STAFF REPORT:

In early April, 2016, the Human Resources Department asked the City's Purchasing Agent to publish a Request for Proposals for a Classification and Compensation Study. The bid process ended on April 29, 2016. The HR Committee reviewed the vendor selection criteria used to create the evaluation matrix prior to the City going to bid.

The HR team invited three firms to give presentations relevant to the City of Branson's specific needs, and Springsted Incorporated was the firm selected for the project.

Work began on the project in October, 2016, and an extension for completion is needed as the original contract expires December 31, 2016.

Staff is requesting an extension of the contract through August, 2016. However, it is anticipated that work will be complete in April, 2016.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **Multiple Account Codes**

ATTACHED INFORMATION: Springsted work timeline

BILL NO. 5088 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING AN ADDENDUM FOR THE CLASSIFICATION AND COMPENSATION STUDY AGREEMENT FROM SPRINGSTED INCORPORATED FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson issued a request for proposal for a Classification and Compensation Study; and

WHEREAS, staff recommends Springsted Incorporated for the Classification and Compensation Study and

WHEREAS, the Board of Aldermen desires to approve payment for Springsted Incorporated for services in performing the Classification and Compensation Study.

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 payment for the Classification and Compensation Study performed by Springsted Incorporated for the City of Branson attached 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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

ADDENDUM TO SPRINGSTED INCORPORATED SERVICES CONTRACT

Originally entered into between City of Branson and Springsted Incorporated on the 26th day of July, 2016, reference Master Contract Number C2016-0216.

This Addendum to Springsted Incorporated Services Contract (ORIGINAL CONTRACT) is entered into and made effective this ____ day of _____, 20__, by and between the City of Branson (the "City") and Springsted Incorporated ("Service Provider"). All terms and conditions of the ORIGINAL CONTRACT shall have the same meaning, unless specifically defined herein.

WHEREAS, this addendum is for an extension to the term of the contract.

NOW THEREFORE, the parties hereby agrees as follows:

1) This addendum shall be added to the ORIGINAL CONTRACT attached hereto as Exhibit "1"

2) This addendum will extend the completion date of the term of the ORIGINAL CONTRACT from December 31, 2016 to a new completion date of **August 31, 2017.**

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

CITY OF BRANSON, MISSOURI

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____ 11-17-16
William T. Duston
City Attorney

SERVICE PROVIDER

_____
Signature

Bonnie C Matson
Printed Name

Principal
Title

Springsted Incorporated
Company Name

Exhibit "1"

SERVICES CONTRACT

THIS CONTRACT made and entered into this 26th day of July, 2016, by and between the City of Branson, Missouri (the "City") and **Springsted Incorporated** ("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, 2016.**

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 **Forty Four Thousand Nine Hundred Dollars ($44,900.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Contact Information:**

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

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

SERVICE PROVIDER:

By: _____
(Signature)

Name: Bonnie C Matson
(Printed Name)

Title: Principal

Company Name: Springsted

Address: 380 Jackson St. #300
St. Paul, MN 55101

Phone: 651-223-3014

E-Mail: bmatson@springsted.com

Tax ID: 41-1754318

CITY OF BRANSON, MISSOURI

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____ 6-20-14
William T. Duston
City Attorney

CITY OF BRANSON INCORPORATED SEAL 1912 MISSOURI

Exhibit A

Springsted Incorporated
380 Jackson St., Suite 300
Saint Paul, MN 55101-2887

SCOPE OF WORK

Purpose: Springsted Incorporated agrees to develop an Employee Classification and Compensation Study for all of the City's employees. The purpose of this project is to develop mechanisms for compensating employees and to identify pay paths for career progression based on the following:

Scope of services for Classification and Compensation Project Provide to the City of Branson, Missouri

1. **Personnel and services to be Rendered by Springsted Incorporated,** which hereby agrees to provide the following services, data and information:

   (a) Gain an appropriate understanding of the City's needs by using a defensible process that quantifies the value of positions to the organization.

   (b) Confirm market competitiveness for positions within identified benchmark organizations.

   (c) Develop pay structures that reflect the new job classifications and incorporate the City's compensation philosophy of being at market or above in relation to benchmarks for full-time, part-time and seasonal positions, as needed.

   (d) Establish administrative guidelines for the City to incorporate into policies to ensure the new classification and compensation system is maintain according to best practices.

   (e) Communicate clearly and completely the project framework and its expected outcomes to all levels of the organization.

   (f) Project Initiation and Data Collection to include:
      1. Request complete employee compensation data from the City to include all pay and benefits for all employees;
      2. Establish a mutually agreeable schedule of work, to include major milestones for accomplishment, to conclude no later than December 31, 2016;
      3. Facilitate the project kick-off, working with City senior staff, educating them and obtaining agreement on the methodology for conducting the project;
      4. Create a position analysis questionnaire;

   (g) Employee Communications to include:

1. Facilitate employee group meetings and communications, as necessary, to include all levels of the organization to help ensure understanding of the project with the goal of gaining buy-in at all levels;
2. Distribute position analysis questionnaire to employees;
3. Collect position analysis questionnaire data from employees;
4. Interview employee focus groups or individuals, as necessary, to obtain in-depth data on various positions;
5. Follow up communications to employees post-project.

(h) Development of Classification and Compensation System to include:
1. Use Systematic Analysis and Factor Evaluation (SAFE®) to determine each positions required:
    a. Training and ability
    b. Level of work
    c. Physical demands
    d. Independence of actions
    e. Supervision exercised
    f. Experience required
    g. Human relations skills
    h. Working conditions/hazards
    i. Impact on end results
2. Use the product of each position evaluation to consult with the City's Human Resources staff to allocate employees into modified and/or new job titles.

(i) Salary Survey and Development of Pay Plan will include:
1. Job summaries for all identified benchmark positions;
2. Salary surveys completed for all identified positions that includes actual salaries and average market range spreads;
3. Market comparisons performed based on agree-upon standards for all identified benchmark positions;
4. Development and creation of a preliminary Pay Plan and a final Pay Plan that incorporates the information of the survey while meeting City of Branson financial constraints.

(j) Update of all identified job descriptions to include:
1. Fair Labor Standard Act (FLSA) classification;
2. Results of each position evaluation factors, categorized in a format as agreed upon by Human Resources;
3. A means for paring job descriptions with the City's performance evaluation system.

(k) Implementation Strategy and Staff Training
1. Develop and present implantation of up to three costing scenarios by October 14, 2016;
2. Train staff on expected use of the Pay Plan and be available for consultation on future needs after the study is completed;

3. Provide Human Resources staff with any and all data in Microsoft Excel format documents associated with the study gathered by the consulting team, and with any and all narratives, reports, etc. in Microsoft Word format documents.

(l) Deliver a Draft Report to Human Resources, followed by a Final Report to the Board of Aldermen, which includes:

1. A detailed methodology of the study;
2. Discussion of the consulting team's findings, conclusions and recommendations regarding employee classifications, salary structure, compensation plan, estimated costs and implementation plan;
3. A schematic list of classifications and assignments of each classification to a salary grade;
4. The results of the salary survey;
5. A complete list of employees and their recommended classifications, to include their FLSA classifications as exempt or non-exempt;
6. Job evaluation factor analysis for each positions;
7. A manual on the; use of SAFE® job evaluation system to allow Human Resources staff evaluate future jobs as needed.

2. **Consultant & Fees:** Springsted is authorized to use consultants/professionals for the performance of any of the services which it is to provide under the terms of this Agreement, provided the City concurs of the selection of the persons to be utilized. Some efficiencies and cost savings may be identified as work progresses.

Springsted shall be owed for each segment of work as follows:

Project Initiation – Data Collection	$2,500.00
Employee Communications Sessions	$1,500.00
Development of Classification System	$11,000.00
Salary Survey and Development of Pay Plan	$12,400.00
Implementation Strategy and Staff Training	$2,500.00
Final Report	$5,000.00
Total	**$34,900.00**

Springsted shall invoice the City for work on the following schedule:

Time of Invoice	Percent Invoiced	Cumulative %
Project Initiation	25%	25%
Completion of PAQ	25%	50%
Distribution of Salary Survey	20%	70%
Completion of Draft Pay Structure(s)	20%	90%
Submission of Final Report	10%	100%

Springsted shall be owed for each segment of work as follows:

Completion of Draft Job Descriptions	$5,000.00
Completion of Final Job Descriptions	$5,000.00
Total	**$10,000.00**

Springsted shall invoice the City for work on the following schedule:

Time of Invoice	Percent Invoiced	Cumulative %
Draft Job Descriptions	50%	50%
Final Job Descriptions	50%	100%

3. **Compensation of the City**: From the services provided by Springsted under this Agreement, the City shall receive:
   (a) Professional assistance from Springsted, reflecting outstanding customer service, in the creation and completion of a defensible classification and compensation system for all employees that reflects market competitiveness with identified benchmark organizations and municipalities, and in a manner that meets the City's timelines, schedules and budgetary needs;
   (b) Education, training and reporting to and for employees and elected officials on provided Administrative guidelines to ensure the new classification and compensation system is maintained into the future according to best practices;
   (c) All identified job descriptions that meet best practices and that provide a means for evaluating performance based on identified data SAFE® factors.
   (d) All data, resources, tools and information gathered on behalf of the City by Springsted upon completion of the project.

Cost not to exceed $ 44,900.00
To be billed on a percent complete basis.

City of Branson, MO
Classification and Compensation Study

Activity	Target Date
• City completes initial data request	October 19
• Initial planning meeting ***(onsite)***, executive briefing, and employee communications	November 3-4
• Electronic PAQ available/hard copy PAQ distributed	November 4
• City approval of benchmark positions and organizations	November 18
• Springsted submits salary survey for City approval	November 30
• PAQ due to next-level supervisor for review	November 30
• Springsted distributes salary survey to benchmark organizations	December 16
• PAQ routed through additional approval and submitted to Springsted	December 16
• Salary survey deadline	January 27
• Draft SAFE evaluation and department director meetings	Week of February 13
• Final SAFE evaluation (with City feedback)	March 10
• Springsted submits draft salary structures and compiled salary survey results for City review	March 17
• Springsted submits modified salary structures (as necessary) and approximate implementation costs	March 31

BILL NO. 5093

Branson Board of Aldermen
Staff Report and Recommendation

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

FIRST READING: **DECEMBER 8, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **FINANCE**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

Increase and/or reallocate marketing funds to attract the highest growth potential visitor segments.

STAFF REPORT:

In 2014, the City advertised for proposals for tourism marketing. Of the proposals received, the Branson/Lakes Area Chamber of Commerce/Convention and Visitors Bureau was selected by staff as the only qualified proposal. The term of the original contract extended from January 1, 2015 to December 31, 2015, with the option to renew annually for an additional four years. The City budgeted $2,144,584 in 2016 to the Chamber for tourism marketing and promotion, plus an additional $484,323 as a result of the 2015 audit that are available to the CVB through reimbursement of marketing expenses.

The City wishes to renew the contract for an additional year from January 1, 2017 to December 31, 2017 with a budgeted amount of $2,169,863.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 240-1620-510.20-32

ATTACHED INFORMATION:

BILL NO. 5093 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH THE BRANSON LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU PERTAINING TO TOURISM MARKETING.

WHEREAS, The City of Branson accepted the bid proposal of the Branson Lakes Area Chamber of Commerce/Convention and Visitors Bureau for tourism marketing on August, 22, 2014; and

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

WHEREAS, the Board of Aldermen desires to approve the second renewal of the contract attached as Exhibit "1".

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 attached hereto as Exhibit "A" with the Branson Lakes Area Chamber of Commerce/Convention and Visitors Bureau for tourism marketing in the amount of $2,169,863.

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 _____, 2016.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

12-4-14
_____
William T. Duston
City Attorney

Exhibit "A"

Master Contract Number: C2015-0088
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 **Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau Inc.** ("Service Provider") for renewal period **Two** from **January 1, 2017** to **December 31, 2017.**

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 **N/A**.

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: _____
(Signature)

Name: JEFF SEIFRIED
(Printed Name)

Title: PRESIDENT / CEO

Company Name: BRANSON CHAMBER OF COMMERCE

Address: 269 STATE Hwy 248
BRANSON, MO 65616

Phone: 417-334-4084

CITY OF BRANSON, MISSOURI

_____
Karen Best, Mayor

ATTEST:

_____
Lisa K Westfall, City Clerk

APPROVED AS TO FORM:

_____
William T. Duston, City Attorney

CONTRACT

THIS CONTRACT, made and entered into this 13th day of January 2015 by and between the city of Branson, Missouri, hereinafter referred to as the "City" and the **Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau Inc.,** a Missouri corporation, hereinafter referred to as the "CVB".

WITNESSETH:

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

WHEREAS, the CVB represents that it has experience in marketing and promoting tourism and seeks to promote tourism in the City; and,

WHEREAS, the City having considered proposals received in a request for proposal process desires to retain the services of the CVB to market and promote tourism in accordance with the Act for the City.

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

Section 1. Distribution. The following is the process for the distribution of the tourism tax to the CVB per this contract:

City Tourism Tax Collections:

100%	City's Tourism Tax collections
- 2%	City administrative fees deducted
98%	

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

Tourism Promotion Account Distribution:

City Marketing Fund shall be an amount not more than Six Hundred Twenty-Five Thousand Dollars ($625,000.00) from the Tourism Promotion Account. The exact amount the City will have in this fund will be established through the City's annual budget process and the CVB will be informed of the amount being withheld for the City Marketing Fund each year.

Revenue Shortfall Reserve shall be an amount of One Hundred Twenty-Five Thousand Dollars ($125,000.00). Per the City's Reserve Policy: "The City will also maintain a $125,000.00 Revenue Shortfall Reserve in the Tourism Marketing Fund. This amount provides a reasonable level of assurance that the City can continue to reimburse the amount budgeted for marketing expenditures under the current contractual obligation if revenues are insufficient to cover these expenditures

during times of revenue shortfalls." The Revenue Shortfall Reserve has to be fully funded by the end of the City's fiscal year. Upon approval of the Finance Director, the funds can be used to assist in the CVB's cash flow prior to the Tourism Tax revenues becoming available.

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

Section 2. Term. The term of the contract shall be from the execution date of this contract until December 31, 2015, subject to annual budgetary appropriation and subject to any changes to which both the Board of Aldermen and CVB may consent to in writing. The City has the option to renew the contract, in one-term increments, for a total of four additional years.

Section 3. Independent Contractor. The CVB is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the CVB or any of its agents or employees as agents or employees of the City.

The CVB and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City, nor be covered by the Worker's Compensation Program for the City.

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

Throughout the term of this contract, the CVB shall:

(a) Demonstrate the ability to execute an integrated destination marketing plan using various media that promotes Branson locally, regionally and nationally;

(b) Document and demonstrate a broad understanding of and significant experience in the tourism industry, including strategies and tactics that reach all target market segments necessary to attract visitors to Branson including: leisure and business travelers, travel agents, convention delegates, and motor coach operators and travelers;

(c) Address all destination marketing disciplines including: advertising, public relations, group/travel trade sales, corporate partnerships and promotions, direct marketing and fulfillment, and tourism development;

(d) Include community involvement in the planning and decision making process throughout the term of the contract;

(e) Include both strategies and tactics and must demonstrate the following criteria:

a. Both qualitative and quantitative research to support strategies and tactics of proposed plans and document successful marketing.

b. A list of measurement criteria to judge the success of the campaign.

c. Address strategies and tactics to develop and promote new programs, new marketing segments, and the extension and expansion of the tourist season.

d. Documentation of all data and information derived from studies, research, investigation, surveys, test marketing, analysis, experiences, and observation.

(f) Address a destination marketing program, including fulfillment of visitor inquiries, considering this constraint;

(g) Present a marketing plan that will assure the maximization of the City's investment of Tourism Tax dollars. Marketing efforts shall be aimed at community-wide exposure;

(h) Meet all requirements set forth by the City and shall demonstrate the ability to prepay expenses in anticipation of repayment from Tourism Tax revenues and to provide complete support documentation for all expenditures. Payment of funds is conditioned on sufficient monies being collected through the City's Tourism Tax and separately, payment is subject to annual appropriation by the Board of Aldermen.

Section 5. Special Conditions Imposed on the Handling of Funds. Neither the person(s) or legal entity(ies) that receive funds, nor any of their subsidiaries, owners or related parties, may use the funds to pay administrative or overhead expenses, including without limitation, rent, the costs to acquire real estate, salaries, payroll taxes, employee benefits, or the costs of furniture and office equipment.

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

Section 6. Furnishing Information. All information, data, and reports such as City maps, reports of total sales tax collections and census demographics as are existing, available, allowed by law, and necessary for the carrying out of the work shall be furnished to the CVB by the City, and the City shall cooperate with the CVB in carrying out the services.

Section 7. Reports.

(a) Quarterly Reports. The CVB shall submit a progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall contain measurable quantifiable, objective data, such as room demand, tax revenues, inquiries from advertising, intercept study research, visitation from markets advertised in, etc., as well as a

synopsis of the activity undertaken. The CVB shall also give an account to the City of the handling of the funds.

(b) Other Reports. The CVB shall submit to the City such other reports in such formats as may be requested or which the City deems necessary to inform the City of issues which may require City action.

Section 8. Payment and Reimbursement Requirements. Tourism Taxes collected prior to the effective date of this contract are available for appropriation under the terms of this contract. However, any payment by the City is contingent upon approval of a budget submitted by the CVB annually based on the City's fiscal year, receipt of proper requisitions under that budget and the provision of other documentation required by this contract. At the date the budget is approved, and on a monthly basis thereafter, the CVB may obtain from the City the current amount available for requisition. Payments from the City to the CVB for services under this contract will be made as follows:

(a) Requisitions for reimbursement of expenditures included in the City's annual budget will be paid through the City's accounts payable system. Requisition forms received per the City's processing schedule will be processed, and checks will be written and mailed to the CVB to reimburse it for such expenditures.

(b) Each requisition must be signed by the CVB's designated representative verifying the services covered are for work actually performed, items purchased or services rendered by third parties to the CVB for matters covered under this contract. Requisitions must not have been or will not be submitted for reimbursement to/by another entity or source and will be accompanied by paid invoice(s) for such work, items or services, as well as copies of checks, and either a copy of the advertising material purchased, or a concise summary description of sufficient particularity to identify the purchase as an out of market marketing or promotional service. If a requisition is made without including the invoice, the CVB shall attach to the requisition a statement setting forth the reason an invoice is not included and the City will then determine if payment can be made. The City will reimburse the CVB for actual costs incurred in the performance of this contract as stipulated in the City's approved budget.

(c) Notwithstanding any other provision of this contract, in no event shall the City make payments in excess of the Tourism Marketing Fund. Nor shall the City make any payment unless there are sufficient collected unencumbered funds, not otherwise appropriated, on deposit in the Tourism Marketing Fund.

(d) Invoices for reimbursement may be submitted as often as desired, however all invoices for reimbursement must be submitted no later than sixty (60) days from the date from which the cost goods or services were expensed.

(e) Invoices submitted by the CVB for payment shall include a copy of the check indicating that payment has been made to the subcontractor/vendor and a copy of the invoice showing the actual net cost from the subcontractor/vendor. These documents shall be attached to the invoice from the CVB summarizing subcontractors/vendors by date, name, amount requested, and check number.

Section 9. Budget.

(a) The CVB shall, prior to any requests for disbursement of any funds, prepare a budget for tourism development and promotion for the ensuing fiscal year. The budget shall show the anticipated revenue to be received from the Tourism Tax for deposit into the Tourism Marketing Fund of the City and shall show estimated expenditures to be paid from the Tourism Marketing Fund for marketing and promoting the City.

(b) The CVB shall submit a proposed budget to the City Administrator. The City Administrator will review, and if necessary, revise the proposed budget to meet the objectives of the City and to ensure that expenditure requests conform to the availability of anticipated revenues. The City Administrator will submit the proposed budget to the Board of Aldermen (Board) for their consideration and approval. Upon approval by the Board, the budget will establish expenditure authority for Tourism Tax dollars for the term of the contract. Anticipated Tourism Tax revenues, identified as the revenue source for authorized expenditures, will be determined by the City Administrator and provided to the CVB. Amendments to the budget that do not change the total expenditure authority as approved by the Board may be made and approved by the City Administrator. Any budget adjustments requiring an increase in expenditures beyond the Board approved budget will require Board approval.

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

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

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

Section 10. Termination. If, through any cause, the CVB shall fail to fulfill in timely and proper manner its obligations under this contract, or if the CVB shall violate any of the covenants, agreement, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the CVB of such termination within 90 days of the City's discovery of said failure or violation unless the failure or violation is corrected within said 90 day period.

Section 11. Conflict of Interest. All provisions of Section 105.450 RSMo. et. seq., shall be complied with.

Section 12. Right of Audit.

(a) CVB's Books and Records. The CVB will keep a full and separate accounting of all expenditures of Tourism Marketing Fund dollars and will keep accurate reports detailing all expenditures and claims submitted by the CVB for reimbursement from the Tourism Marketing Fund. The CVB shall keep accurate reports and other records showing in full detail the expenditures for which the CVB claims reimbursement from the Tourism Marketing Fund. The

City may examine, at any time during regular business hours, such reports and other records at the CVB's office, and the CVB agrees that it will produce such records whenever required by the City. In addition to any other audits the City deems appropriate, the City shall have the right to conduct an annual audit of the CVB's books and records or to review the results of any audits that have been performed on the CVB's books and records to determine if the expenditures of the CVB were made in accordance with the budget approved by the Board of Aldermen. Any expense incurred by the CVB to prepare the records for the audit will be at the expense of the CVB.

(b) Subcontractor's Books and Records. The CVB agrees to include the substance of this Section in all subcontracts to be performed, giving the City the right to audit the books and records pertaining to any such subcontract.

Section 13. Insurance. During the performance of all work under this contract or any subcontract hereunder, the CVB shall maintain the following coverage. Proof of this coverage will be provided annually to the City or more often if the insurance coverage is of a lesser term than one year. The Proof of Coverage (Certificate of Insurance) shall name the City as additional insured, except in the case of Worker's Compensation Coverage.

(a) Worker's Compensation.

(b) Commercial Comprehensive General Liability-with a minimum coverage amount of $2,000,000.00 per single occurrence with no aggregate limit providing coverage for acts or omissions of the CVB or Subcontractors.

(c) Commercial Automobile Liability, including owned, non-owned, and hired cars, with minimum limits of $1,000,000.00 bodily injury and property damage combined providing coverage for acts or omissions of the CVB or Subcontractors.

All coverage evidence required in this contract must have a 30-day notice of cancellation on the Certificate of Insurance. All Certificates of Insurance shall be sent to the City Clerk's Office two weeks in advance of the lapse of the prior Certificate of Insurance.

Section 14. Discrimination. The CVB agrees, in the performance of this contract, not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, age, handicap, or political opinion or affiliation, against any employee of the CVB or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

Section 15. Indemnification and Liability. The parties mutually agree to the following:

(a) In no event shall the City be liable to the CVB for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this contract.

(b) The CVB shall defend, indemnify, and hold the City harmless from and against any and all claims, losses and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the CVB, or any third party arising out of or in any way connected with the services performed by the CVB pursuant to this contract.

(c) The CVB assumes full responsibility for relationships with subcontractors, and shall defend, indemnify and hold harmless the City from and against any and all liability, suits, claims, damages, costs (including attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents, or employees.

(d) The CVB shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including attorney's fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the CVB's performance of work hereunder.

Section 16. Applicable Laws. The CVB agrees to comply with all laws of the United States of America, the State of Missouri and the City which are applicable to work being performed by the CVB under this contract.

Section 17. Jurisdiction. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this contract by the parties shall be in Taney County, Missouri.

Section 18. Notices. All notices required or permitted hereunder and required to be in writing may be given by first class mail and addressed as follows:

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

to the CVB: Branson/Lakes Area Chamber of Commerce & Convention and Visitors Bureau, Inc.
269 State Highway 248
P. O. Box 1897
Branson, MO 65615

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

Section 19. Refunds. At the termination of this contract, the CVB shall pay to the City any refunds received by the CVB from vendors or subcontractors for services performed or purchases made under the contract and for which the CVB has been reimbursed hereunder.

Section 20. Property. Throughout the duration of this contract, any and all non-expendable equipment, supplies or other items purchased by CVB for which the CVB is reimbursed by the City under the terms hereof shall be the property of the City and it is expressly understood that CVB is using said property only under and in performance of this contract. Upon termination of this contract said property shall be tendered to the City.

Section 21. Missouri Immigration Law Affidavit. After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of $5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services

provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

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

APPROVED BY THE CITY OF BRANSON, MISSOURI ON THE 13th DAY OF January, 2015.

CITY OF BRANSON, MISSOURI

By: Raeanne Presley
Raeanne Presley
Mayor

CITY OF BRANSON INCORPORATED SEAL

ATTEST:

By: Lisa K Westfall
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

By: WTD 12-3-14
William T. Duston
City Attorney

APPROVED BY BRANSON/LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU, INC. ON THE 3rd DAY OF December, 2014.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU, INC.

By: Stephen N. Critchfield

Name: STEPHEN N. CRITCHFIELD

Title: Chairman of the Board

ATTEST:

By: Cathy Hubert

Name/Title: Cathy Hubert Interim Pres.

BILL NO. 5094

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **AN ORDINANCE APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE MISSOURI TRANSPORTATION FINANCE CORPORATION (MTFC), THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (THE COMMISSION) AND THE CITY OF BRANSON.**

FIRST READING: **DECEMBER 8, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **FINANCE**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

5.4.1 Continue to invest in infrastructure improvements that impact the guest experience including: new roadways, streetscaping, gateways and other first impression upgrades.

STAFF REPORT:

The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the City and for the City's repayment of the Direct Loan to the MTFC. The City's use of the Direct Loan shall be specifically for constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee. The loan agreement provides the terms and conditions of the Direct Loan from the MTFC to the City of Branson, and the city's repayment of the loan to the MTFC. The loan amount is $13.2 million with an interest rate of 1.82% on the unpaid principal balance. The city will make annual payments beginning on July 1, 2017 through July 1, 2026. An amortization schedule is provided on page 4 of the agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **Various**

ATTACHED INFORMATION:

BILL NO. 5094 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE MISSOURI TRANSPORTATION FINANCE CORPORATION, THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF BRANSON.

WHEREAS, the City has applied to the MTFC for a direct loan for the purpose of constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee; and

WHEREAS, the MTFC is willing to provide the City with the Direct Loan, which would be used by the City for the purpose stated herein; and

WHEREAS, the City agrees to repay the MTFC the Direct Loan amount as set forth in the Direct Loan agreement and also agrees to provide security for the loan.

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 Direct Loan agreement and Promissory note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson in the form attached hereto as Exhibit "1".

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

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

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

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

12-6-14

_____
William T. Duston
City Attorney

Exhibit "1"

CCO Form: FS03
Approved: 06/10 (AR)
Revised: 08/15 (AR)
Modified:

Job Number J8O2373

MISSOURI TRANSPORTATION FINANCE CORPORATION
DIRECT LOAN AGREEMENT AND PROMISSORY NOTE

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THIS DIRECT LOAN AGREEMENT AND PROMISSORY NOTE is entered into by the Missouri Transportation Finance Corporation (hereinafter, "MTFC"), the Missouri Highways and Transportation Commission (hereinafter, "the Commission"), and the City of Branson (hereafter, "City").

WITNESSETH:

WHEREAS, the City has applied to the MTFC for a direct loan ("Direct Loan") for the purpose of constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee; and

WHEREAS, the MTFC is willing to provide the City with the Direct Loan, which would be used by the City for the purpose stated herein; and

WHEREAS, the City agrees to repay the MTFC the Direct Loan amount as set forth in this Direct Loan Agreement (hereinafter, "Agreement") and also agrees to provide security for the loan.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and conditions set forth and recited, the parties agree as follows:

(1) PURPOSE AND USE OF LOAN PROCEEDS: The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the City and for the City's repayment of the Direct Loan to the MTFC. The City's use of the Direct Loan shall be specifically for constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee (hereinafter, referred to as "Project") and no other purposes whatsoever. Prior to the MTFC disbursing any portion of the loan proceeds to the City, the City agrees to provide to the MTFC the schedule of Project construction progress, outlining all actions to be taken by the City towards the construction of the Project and timeframes corresponding to the completion of certain milestones in the Project construction progress.

(2) REPRESENTATIONS BY THE CITY: The City makes the following representations as the basis for the undertakings contained in this Agreement:

(A) City Structure: The City is a municipal corporation, political subdivision and body corporate, duly organized and existing under the laws of the state of Missouri.

(B) Authority Granted: The City has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(C) Approval Action Taken: The City has taken all necessary action to

approve this Agreement. No further action or approvals by the City are necessary in connection with the construction or financing of the Project as defined in this Agreement, except with respect to the appropriation and budgeting of the City Payments on an annual basis as provided herein.

(D) Affirmation of No Breach of, Conflict with, or Default on Other Agreements: The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(E) Conflict of Interest Prohibited: No official or employee of the City has any significant or conflicting interest, financial or otherwise, in the Agreement or in the transactions contemplated hereby.

(3) LOAN AMOUNT: The MTFC will provide the City with a Direct Loan in the amount of thirteen million two hundred thousand dollars ($13,200,000). The MTFC's Direct Loan will be provided to the City in the following manner: eleven disbursements in the amounts and on the dates specified in the amortization schedule in (7) (B). The first disbursement date of October 31, 2016 is the "Closing Date" for the loan.

(4) ACCOUNTING PRACTICES:

(A) Separate Accounting and Financial Summary Required: Loan proceeds disbursed to the City pursuant to this Agreement must be kept separate from any of the City's other assets. The City must develop and maintain a financial summary of the total funds expended from the proceeds of the loan at all times throughout the life of the project, and at specific times as requested by the MTFC. This information must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(B) Record Retention and Reporting: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, banking records, etc. These records must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(5) CONSTRUCTION SCHEDULES, INSPECTIONS AND BONDS:

(A) Schedule Updates: At all times during the construction of the Project, the City shall provide to the MTFC any updates of the schedule of Project construction progress, outlining all actions to be taken by the City and timeframes corresponding to the completion of certain milestones in the Project construction progress, if revision are made to any of the items contained in the schedule.

(B) Inspections: The MTFC's agents are authorized to inspect the work on the Project to monitor the construction progress and ensure the Project construction has progressed according to the most recent Project construction progress schedule provided to the MTFC by the City and to verify the validity of the work reported as complete as such completion of construction work is related to reported/documented expenditures of the funds available to the City from the loan proceeds under this Agreement.

(C) Construction Bonds: In the event that the City shall use an outside contractor to construct the Project to be funded by the loan proceeds under this Agreement, prior to commencement of work on the Project, the City shall acquire from the Contractor and shall deliver to the MTFC executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring the City and the MTFC, which shall be named as obligees therein, as their interests may appear, of: (1) performance of all contractual obligations; and (2) payment for all related labor, materials, and costs.

(6) LACK OF CONSTRUCTION PROGRESS: In the event that the MTFC notes any lack of progress in the construction of the Project which significantly endangers substantial performance of the Project within the specified Project completion time outlined in the Project construction progress schedule, as determined in the sole discretion of the MTFC, the MTFC shall notify the City in writing of such noted lack of construction progress. Failure of the City to take proper actions, as such actions may be provided for in the written notice to the Entity from the MTFC, within the time frame set forth in said written lack of construction progress notice, shall constitute an Event of Default, upon the occurrence of which the MTFC and the Commission shall have the right to pursue any remedial action on City's default available to it under this Agreement.

(7) CITY PAYMENT OF THE LOAN:

(A) Promise To Pay: For value received, the City hereby promises to pay to the order of the MTFC the principal sum of thirteen million two hundred thousand dollars ($13,200,000), together with interest at the rate of 1.82% on the unpaid principal balance hereof, payable annually beginning on July 1, 2017 and ending on July 1, 2026. Interest shall be computed on the basis of actual days in a year. Annual payments shall

be one million four hundred thirty six thousand six hundred ten dollars and fifteen cents dollars ($1,436,610.15) with a final payment of one million four hundred thirty six thousand six hundred ten dollars and nineteen cents ($1,436,610.19).

(B) Payment Schedule: The term "City Payments" shall refer to the payments to be made by the City to the MTFC. The City shall repay the Direct Loan to the MTFC on an annual basis beginning in July 2017. City Payments will be made no later than July 1 of each year, according to the amortization schedule below.

Amortization Schedule of MTFC Loan

for the City of Branson - Route 76

Amount Borrowed: $13,200,000.00

Interest Rate: 1.82%

Dates	Beginning Balance	Drawdown	Payment	Interest Accrued	Interest Payment	Principal Payment	Ending Balance
10/31/2016	$0.00	$208,000.00	$0.00	$0.00	$0.00	$0.00	$208,000.00
11/30/2016	$208,000.00	$1,533,000.00	$0.00	$311.15	$0.00	$0.00	$1,741,000.00
12/30/2016	$1,741,000.00	$1,508,000.00	$0.00	$2,604.35	$0.00	$0.00	$3,249,000.00
1/31/2017	$3,249,000.00	$1,500,000.00	$0.00	$5,184.16	$0.00	$0.00	$4,749,000.00
2/28/2017	$4,749,000.00	$1,503,000.00	$0.00	$6,630.38	$0.00	$0.00	$6,252,000.00
3/31/2017	$6,252,000.00	$1,533,000.00	$0.00	$9,664.05	$0.00	$0.00	$7,785,000.00
4/28/2017	$7,785,000.00	$1,533,000.00	$0.00	$10,869.14	$0.00	$0.00	$9,318,000.00
5/31/2017	$9,318,000.00	$1,233,000.00	$0.00	$15,332.58	$0.00	$0.00	$10,551,000.00
6/30/2017	$10,551,000.00	$983,000.00	$0.00	$15,783.14	$0.00	$0.00	$11,534,000.00
7/1/2017	$11,534,000.00		$1,436,610.15	$575.12	$66,954.07	$1,369,656.08	$10,164,343.92
7/31/2017	$10,164,343.92	$883,000.00	$0.00	$15,204.74	$0.00	$0.00	$11,047,343.92
8/31/2017	$11,047,343.92	$783,000.00	$0.00	$17,076.47	$0.00	$0.00	$11,830,343.92
7/1/2018	$11,830,343.92		$1,436,610.15	$179,328.57	$211,609.78	$1,225,000.37	$10,605,343.55
7/1/2019	$10,605,343.55		$1,436,610.15	$193,017.25	$193,017.25	$1,243,592.90	$9,361,750.65
7/1/2020	$9,361,750.65		$1,436,610.15	$170,850.67	$170,850.67	$1,265,759.48	$8,095,991.17
7/1/2021	$8,095,991.17		$1,436,610.15	$147,347.04	$147,347.04	$1,289,263.11	$6,806,728.06
7/1/2022	$6,806,728.06		$1,436,610.15	$123,882.45	$123,882.45	$1,312,727.70	$5,494,000.36
7/1/2023	$5,494,000.36		$1,436,610.15	$99,990.81	$99,990.81	$1,336,619.34	$4,157,381.02
7/1/2024	$4,157,381.02		$1,436,610.15	$75,871.63	$75,871.63	$1,360,738.52	$2,796,642.50
7/1/2025	$2,796,642.50		$1,436,610.15	$50,898.89	$50,898.89	$1,385,711.26	$1,410,931.24
7/1/2026	$1,410,931.24		$1,436,610.19	$25,678.95	$25,678.95	$1,410,931.24	$0.00
		$13,200,000.00	$14,366,101.54	$1,166,101.54	$1,166,101.54	$13,200,000.00	

(C) Payment Method: All payments made hereunder shall be made in lawful currency of the United States of America by an automated clearinghouse transaction to be initiated by the City.

(D) Interest Computation: Interest will accrue beginning on the Closing Date of the Direct Loan. Interest on the outstanding loan balance shall be computed on the basis of actual days in a year. In the event that a scheduled disbursement is not made on the date specified in Paragraph (3) of this Agreement, or a City Payment is made on a different date than those due dates outlined in the Paragraph (7)(A) Payment Schedule above, or in the event the City makes payments exceeding the annual payment of principal and interest, as provided for in Paragraph (7)(E) below, the above

payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future City Payments and remaining new balances. The City shall, upon receipt, comply with the revised terms in the revised payment schedule.

(E) Absolute Obligations: The City's obligations under this Agreement to make City Payments on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, and notwithstanding any default of the MTFC hereunder. The City, for itself and for any guarantors, sureties, endorsers and/or person or persons now or hereafter liable hereon, if any, hereby waives demand of payment, presentment for payment, protest, notice of nonpayment or dishonor and any and all other notices and demands whatsoever, and any and all delays or lack of diligence in the collection hereof, and expressly consents and agrees to any and all extensions or postponements of the time of payment hereof from time to time or after maturity and any other indulgence and waives all notice thereof. The delay or failure to exercise any right hereunder shall not waive such right.

(F) Payment In Excess of Amount Due: The City shall have the right to provide payments that exceed the required annual payment of principal and interest, which is due for a particular year. Additionally, the City shall have the right to prepay the entire loan amount, consisting of the principal, and any accrued interest as of the date of payment, to the MTFC at any time during the term of this Agreement. There will be no prepayment fees charged to the City.

(G) Late Fee: In the event any City payment is submitted to the MTFC more than fifteen days past the due date, a late fee of two percent (2%) of the amount of the past due payment will be assessed to the City.

(8) CITY'S OBLIGATION TO APPROPRIATE AND BUDGET REQUIRED CITY PAYMENTS: The City agrees to budget its payments to the MTFC under this Agreement by ordinance, subject to annual appropriation and to provide annual certification that current City revenues plus unexpended balances from prior years are sufficient to meet its obligation to pay the MTFC under this Agreement within 30 days after the approval of the budget. Notwithstanding anything to the contrary herein, the City acknowledges and agrees, and MTFC acknowledges, that the payments hereunder shall constitute currently budgeted expenditures of the City, and shall not in any way be construed to be a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to make payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year.

(9) CITY'S SECURITY FOR DIRECT LOAN: In addition to the City's promise and agreement to carry out its obligation to repay the loan as provided for in Paragraph (7) and (8) above, the City agrees to:

(A) Revenue From Agreements: Grant to the MTFC a security interest in its future revenue stream from the Missouri Highways and Transportation Commission Road Relinquishment Agreement, and any and all amendments thereto, between the City and the Missouri Highways and Transportation Commission dated October 6, 2016, governing the parties rights and obligations with respect to the ownership and maintenance of Route 76 from the intersection of Route 376 and Sheperd of the Hills Expressway to the intersection of Sunshine Street just west of the interchange with US 65.

(B) Local Revenues: Grant to the MTFC a security interest in its future revenue stream from the one cent Community Improvement District (CID) sales tax.

(C) Federal and/or State Revenue: Grant to the MTFC a security interest in applicable federal or state funds due the City that pass through or are administered by the Commission or Missouri Department of Transportation.

(10) TAX COVENANTS:

(A) General: The City understands that MTFC is entering into the Loan and advancing the Loan Amount under this Agreement based on its understanding that interest on the Loan will be excluded from gross income for Federal income tax purposes and exempt from income taxation by the State of Missouri ("Tax-Exempt"). Each of the representations and covenants in this Agreement are made for the benefit of the MTFC and any other entity or person that shall later become the owner of the Loan Amount or who rely on the representations and covenants contained in this Agreement as a basis for treating interest on the Loan as Tax-Exempt when filing its Federal and State of Missouri income tax return. The City understands that Federal income tax laws impose requirements on the use of Loan proceeds, the use of assets financed by the Loan (the Project) and on the investment of proceeds of the Loan or amounts used to pay or secure the repayment of the Loan. The City agrees to take such steps as are necessary, including but not limited to those contained in this Agreement, for interest on the Loan to remain Tax-Exempt. Each of these covenants applies as long as any portion of the Loan remains outstanding. Violation of this Paragraph 9 is an Event of Default under this Agreement.

(B) Use of Project: The Project will be owned by the City or the State of Missouri, a political subdivision of the State or an instrumentality of the State or political subdivision (a "Governmental Person"). None of the Loan proceeds will be used in a manner that constitutes a "private business use". In making this covenant, the City acknowledges that: (1) the use of the Project is treated as the direct use of the Loan proceeds and (2) the term "private business use" generally means ownership or lease by,

or other use in the trade or business of, a person or entity other than a Governmental Person if that person has special legal entitlements to use the Project that differ from the general public (such as, for example, an easement or special right of way or service or management agreement).

(C) Private Security or Payment: The payment of principal and interest on the Loan will not be (under the Agreement or any other underlying document) directly or indirectly:

1. secured by any interest: (a) in property used or to be used for a private business use; or (b) in payments in respect of such property; or

2. derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of this paragraph, taxes of generally applicable taxes are not treated as a private payment or as private security so long as no taxpayer enters into any special agreement with respect to the collection or payment of the tax.

(D) No Private Loan: No Loan proceeds shall be loaned directly or indirectly to any person or entity other than a Governmental Person.

(E) No Federal Guarantees: The City will not take any action or permit any action to be taken that would cause principal or interest on the Loan to be guaranteed by the Federal government.

(F) Assignment of Loan: The City will permit the assignment of the Loan by MTFC to any other person or entity so long as MTFC retains and provides to the City upon request the name and tax identification of the subsequent owner any other information required by Section 149(a) of the Internal Revenue Code of 1986, as amended. Upon written request by MTFC, the City shall confirm its compliance with the covenants of this Paragraph 10 to MTFC and the proposed assignee.

(G) No Invested Loan Proceeds; No Replacement Funds: The Loan proceeds shall be used to immediately pay third-party vendors, or to reimburse the City for amounts previously paid, for the Project. Accordingly no proceeds of the Loan will be invested by the City prior to the date of expenditure or reimbursement. No Loan proceeds will be used to reimburse any expenditure made by the City prior to October 31, 2016. No amount s are or will be set aside to pay debt service on the Loan, other than a fund or account that is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and is depleted at least once each year to an amount that does not exceed the greater of (1) the earnings on the fund for the immediately preceding year, or (2) one-twelfth of the principal and interest payments on the Loan for the immediately preceding year.

(H) Tax Compliance Procedures: The City has written procedures in place to monitor and if necessary remediate noncompliance with any of the covenants set forth in this Paragraph 9. The City acknowledges that the covenants related to record keeping and use of proceeds of the Loan for the Project are necessary in order to substantiate that interest on the Loan eligible to be treated as Tax-Exempt. The City will promptly respond to any inquiry by the IRS related to the Tax-Exempt status of the Loan and will take such steps as are necessary to remediate any noncompliance, so the interest on the Loan remains Tax-Exempt.

(I) Form 8038-G: The Entity will timely file Form 8038-G as required by and pursuant to the mandates of section 149(g) of the Code. A copy of Form 8038-G is attached as **EXHIBIT A**.

(11) EVENT OF DEFAULT: If any one or more of the following events occurs and is continuing, it is hereby defined to be an Event of Default under this Agreement:

(A) Default in Making Payment When Due: Default in the due and punctual payment of a City Payment; or

(B) Default in Completing Construction Within Time Scheduled: Default in the completion of the Project, as provided in Paragraph (1), by 365 days after the estimated completion date as outlined in the most recent Project construction schedule.

(C) Breach of Duty: Unless otherwise specifically provided for in this Agreement, default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the City's part to be observed or performed, and the continuance of such default for sixty (60) days after the MTFC has given the City written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that: (i) the City has commenced such cure within said 60-day period, and (ii) the City diligently prosecutes such cure to completion; or

(D) Bankruptcy: The City: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of its creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the City's consent or acquiescence; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition

filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the City's consent, is not dismissed, vacated, denied, set aside or stayed within sixty (60) days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment of any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within sixty (60) days after the final entry, or levy or after contest is finally adjudicated or any stay is vacated or set aside.

(E) Other Default: Any other event which is specifically defined as an Event of Default under other provisions of this Agreement.

(12) REMEDIES ON DEFAULT: If any Event of Default has occurred and is continuing, then the MTFC, or the Commission at the direction of MTFC, may take any one of the following actions:

(A) Acceleration of Maturity:

1. Accelerated Payment Due Date: By written notice delivered to the City, declare the entire loan balance, including principal and interest amounts, outstanding as of the date of the notice (hereinafter, "date of declaration") to become immediately due and payable no later than thirty (30) days from the date of declaration, such payment due date hereinafter referred to as "accelerated payment due date", as if such amount was originally stipulated to be paid on the accelerated payment due date.

2. Rescission When Default Cured: If the City cures the Event of Default, which gave rise to the declaration, prior to the accelerated payment due date, then the MTFC shall rescind such declaration and annul the Event of Default in its entirety. Upon the City submitting the payment curing the Event of Default, the above payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future City Payments and remaining new balances.

3. Subsequent Default: In the case of any rescission of declaration, then the MTFC and the City shall be restored to their former position and rights hereunder, but no such rescission shall extend to any subsequent or other occurrence of an Event of Default or impair any right consequent thereon.

(B) Institution of Suit: By mandamus or other suit, action or proceeding at law or in equity, to enforce its rights against the City to require and compel duties and obligations required by the provisions of this Agreement.

(C) Entity Funds Security: By written notice delivered to the City, cause applicable federal or state funds due the City that pass through or are administered by the Commission or Missouri Department of Transportation to be applied to the City's indebtedness until the default is cured.

(D) Other Funds Security: Assume the collection of all receivable streams of revenue from all other sources to which the City granted a security interest to the MTFC as provided in Paragraph (9) of this Agreement.

(13) RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies reserved to the MTFC and the Commission provided in this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on more than one occasion.

(14) WAIVER OF BREACH: No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In the case of a breach by the City, the MTFC may nevertheless accept from the City any payment or payments hereunder without in any way waiving the default or defaults of the City which were in existence at the time when such payment or payments were accepted by the MTFC.

(15) SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained in the Agreement.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the MTFC, Commission and the City.

(17) LABOR PROTECTION: The City agrees to accept the terms and conditions of 5333(b) of Chapter 53 of title 49, U.S.C.

(18) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the City is providing services or operating programs on behalf of the Missouri Department of Transportation or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the U. S. Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of

the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the U. S. Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the U. S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Incorporation of Provisions: The City shall include the provisions of paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the U. S. Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the U. S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(19) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The City shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790 *et seq.*) and the administrative rules of the U. S. Department of Transportation (49 CFR Subtitle A, Part 27). The City shall comply with all requirements set forth in the Americans with Disabilities Act of 1990 (49 CFR Parts 27, 37 and 38) as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(20) DISADVANTAGED BUSINESS ENTERPRISE: The City agrees to

comply with the disadvantage business enterprise requirements as contained in 49 CFR Part 26.

(21) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or third party contract or to any benefit arising therefrom.

(22) BUY AMERICA: The City agrees to abide by the provision of the Buy America requirements of 49 CFR Part 661.

(23) RESTRICTION ON LOBBYING: The City agrees to abide with the requirements of section 1352 of Title 31, U.S.C.

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

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

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

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

MTFC to: Missouri Transportation Finance Corporation
Attn: Treasurer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

Commission to: Missouri Department of Transportation
Attn: Chief Financial Officer
105 West Capitol Avenue

P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

City to: City of Branson
Attn: Karen Best
110 W. Maddux
Branson, MO 65616
Facsimile No.: (417)335-6042

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

(28) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(29) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(30) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement. In its sole discretion, the MTFC may unilaterally sell, assign, transfer or delegate its interest in this Agreement.

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

(32) FEDERAL HIGHWAY ADMINISTRATION GUIDELINES: The City agrees to comply with the Federal Highway Administration (FHWA) guidelines under which the MTFC was created as a State Infrastructure Bank (SIB), which specifically dictate that all projects receiving assistance from the SIB must comply with the federal requirements that apply to projects under Title 23, U.S.C. or Title 49, U.S.C. when the assistance is derived from: (1) the federal funds deposited into the SIB; (2) the non-federal matching funds; (3) all repayment amounts from federal and non-federal sources; and (4) any investment income generated from these funds. The City agrees to comply with further guidance under Title 23, U.S.C., Chapter 6, Section 610.1 which provides that the construction of such federal-aid highways shall be undertaken by the respective state transportation departments or under their direct supervision in accordance with the state and federal laws.

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

(34) CONFIDENTIALITY: The City shall not disclose to third parties confidential factual matters provided by the Commission or MTFC except as may be required by statute, ordinance, or order of court, or as authorized by the MTFC. The City shall notify the MTFC immediately of any request for such information.

(35) PERFORMANCE DATE NOT BUSINESS DAY: If any date for the disbursement of a portion of the Direct Loan, the payment of a City Payment or the taking of any other action hereunder is not a Business Day, then such disbursement or payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for disbursement, payment or performance. For purposes of this Agreement, Business Day means any day other than a Saturday, Sunday, a day that is a business holiday in the State of Missouri or any other day on which banking institutions in Missouri are required or authorized by law to close.

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

(37) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

(38) COMPONENTS OF AGREEMENT: This Agreement incorporates by reference the MoDOT Partnership Development Application, the MTFC Loan Policy and any written addendums and amendments thereto as if these incorporated documents were set forth herein word by word and constitutes the complete and entire understanding and agreement among the Commission, MTFC and the City with respect to the subject matter of this Agreement. In case of a conflict between the terms contained in the MoDOT Partnership Development Application and MTFC Loan Policy, the terms of the MoDOT Partnership Development Application shall govern. In the event of a conflict between the terms of the MoDOT Partnership Development Application and this Agreement, the terms of this Agreement shall govern. However, the MTFC reserves the right to clarify any contract term or relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the MoDOT Partnership Development Application, MTFC Loan Policy or this Agreement.

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

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

Executed by the City this ___ day of _____, 20___.

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

Executed by the MTFC this ____ day of _____, 20___.

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION

_____

Title_____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

MISSOURI TRANSPORTATION FINANCE CORPORATION

_____

Title_____

ATTEST:

_____
Secretary to the Missouri Transportation Finance Corporation

CITY OF BRANSON, MISSOURI

By _____

Title: _____

ATTEST:

By_____

Title: _____

Approved as to Form:

_____

Title: City Atty

Ordinance: _____

ACKNOWLEDGMENT BY CITY

STATE OF_____)
) ss
COUNTY OF_____)

On this ____ day of _____, 20___, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ for the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF_____)
) ss
COUNTY OF_____)

On this ____ day of _____, 20___, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY MISSOURI TRANSPORTATION FINANCE CORPORATION

STATE OF_____)
) ss
COUNTY OF_____)

On this ____ day of _____, 20___, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Transportation Finance Corporation and the seal affixed to the foregoing instrument is the official seal of said Corporation and that said instrument was signed in behalf of said Corporation by authority of the Missouri Transportation Finance Corporation and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

Exhibit A

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name City of Branson	2 Issuer's employer identification number (EIN) 44-6000142
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jamie Rouch, Finance Director	3b Telephone number of other person shown on 3a 417-338-8538
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite 110 W Maddux St / Ste 200	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Branson, MO 65616	7 Date of issue December 13, 2016
8 Name of issue MTFC Loan	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Stacy McAllister	10b Telephone number of officer or other employee shown on 10a 417-337-8506

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13	13,200,000	00
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/01/2026	$ 13,200,000.00	$ 14,366,101.54	10 years	1.82 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	0	00
23	Issue price of entire issue (enter amount from line 21, column (b))			23	13,200,000	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00			
25	Proceeds used for credit enhancement	25	0 00			
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0 00			
27	Proceeds used to currently refund prior issues	27	0 00			
28	Proceeds used to advance refund prior issues	28	0 00			
29	Total (add lines 24 through 28)			29	0	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	13,200,000	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Jamie Rouch — Signature of issuer's authorized representative — Date

Jamie Rouch, Finance Director — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ — Firm's EIN ▶

Firm's address ▶ — Phone no.

BILL NO. 5095

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF HUNTER CHASE AND ASSOCIATES, INC. PERTAINING TO THE HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS – PHASE III PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **DECEMBER 8, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **ENGINEERING DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

Community Character CC - 2.2.1; 2.3.1; 2.3.2; 1.1.2; 6.1.1; 2.1.4; 2.5.1
Transportation - 1.1.2

STAFF REPORT:

Bids were received on October 27, 2016 for the Historic Downtown Streetscape Project Phase III Improvements which is Commercial Street from Atlantic to Pacific. The project includes new storm sewers, waterlines, and surface improvements similar to the Phase I project. The sidewalk width is approximately equal to the existing sidewalk measurements.

Bids were received from three firms. The engineers, Great River Engineering, structured the bid notice with the intention that the bid award would be based on a combination of construction bid price (which is the value in the actual contract with the city) and the value of the time to do the work. The contract has a 137 day time limit and the value of each day was calculated by the consulting engineers at $2,300 per day. When the bids were received, two of the bidders used the full 137 days for their calculation. The bidder who was lowest on the construction cost based his time value on the schedule to complete the Main Street intersection due to a misunderstanding in communications with city staff. The contract allows for the city to waive any irregularities in the bidding and so it is acceptable to correct this miscalculation to the 137 days like the other bidders. Regardless of the error, the low bidder was still the lowest price in all ways of evaluating the bids, even implementing the low bidder's calculation error. The results of the bid are not changed if the award is simply based on the lowest construction coats and therefore the three bids were:

Hunter Chase & Assoc.	Tom Boyce Excavating	D&E Plumbing & Heating
$2,373,344	$2,665,570	$3,110,622

Staff recommends the contract be awarded to the low bidder, Hunter Chase & Associates, Inc. As part of the correction of the error in their time value calculation, a change order will be immediately processed that eliminates their ability to receive any incentive pay for early completion. They will still be assessed liquidated damages if the Main Street intersection is not reopened by March 15, 2017 and liquidated damages if they are not completely finished with the entire project by May 19, 2017.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: EN1201 140-5010-510.90-11

ATTACHED INFORMATION:

BILL NO. 5095 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF HUNTER CHASE AND ASSOCIATES, INC. PERTAINING TO THE HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS – PHASE III PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for bids for the construction of Phase III of the Historic Downtown Streetscape Project; and

WHEREAS, the bid from Hunter Chase and Associates, Inc. has been recommended for approval; and

WHEREAS, the Board of Aldermen desire to award the contract to construct the Phase III of the Historic Downtown Streetscape Project Improvements.

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 Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements – Phase III project and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".

Section 2: The Board of Aldermen hereby authorizes the additional expenditure of up to 10% of the proposal cost accepted in Section 1, through Change Orders approved by the City Administrator.

Section 3: This Board of Alderman hereby authorizes the City Administrator to approve change orders for contractual time extensions, as necessary, in accordance with the City's change order policy established in Resolution 98-R04.

Section 4: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this _____ day of _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

W.T.D. 12-4-14
_____
William T. Duston
City Attorney

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20___, by and between Hunter Chase & Associates, Inc. hereinafter called "Contractor", and the City of Branson, Missouri, a municipal corporation, hereinafter called "City".

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for the complete construction as follows for the Historic Downtown Phase 3 Streetscape Improvements in Branson, Missouri. The construction includes furnishing the supervision, labor, tools, equipment, materials and supplies for the streetscape but are not limited to the following items of work: removals, excavation, temporary erosion control, temporary traffic control, sidewalk, roadway, storm sewer, water line, curb, electrical, finish grading, irrigation, landscaping and other miscellaneous work included in the contract documents.

The parties to this contract agree to the following:

1. Manner and Time for Completion. The Contractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform work, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by May 19, 2017. A Notice to Proceed shall be issued by the City Engineer within 30 days after the date of this contract. Contractor shall not proceed with the work unless and until this contract has been signed by all parties, and a Notice to Proceed has been issued by the City.

2. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

3. Missouri Immigration Law Affidavit. Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work as part of this construction contract, and that its employees are lawfully eligible to work in the United States.

4. Required Safety Training.

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

B. Contractor shall require its on-site employees to complete a construction safety program

within sixty (60) days after the date work as part of this contract for City improvements commences.

C. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

D. Contractor shall require all of its subcontractors to comply with the requirements of this paragraph and Section 292.675, RSMo.

5. Notice of Penalties for Failure to Provide Safety Training.

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 Dollars ($2,500.00), plus One Hundred and no/100 Dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph 4 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 4 above have lapsed.

B. Violations and imposition of the penalty described in Paragraphs 4 & 5 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

6. Insurance. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this contract and until the work is completed and accepted by City, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The forms and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company prior to modification, cancellation or nonrenewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the Branson City Engineer.

A. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars ($1,000,000.00), including occupational disease provisions for all employees of the contractor and sub-contractor.

B. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. 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). The City of Branson **must** be named as additional insured. Blasting operations shall not be performed unless and until the Contractor has obtained and furnished to the Engineer a certificate of blasting coverage properly executed by a qualified agent or representative of the insurance company. In case the insurance company has no local agent, a telegraphic certificate may be accepted.

C. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. 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). The City of Branson **must** be named as additional insured. The policy must also specify that the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.

D. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability requiring certificates of insurance to the City must specifically provide that "no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the Engineering Department, City of Branson, Missouri by registered mail."

E. Scope of Insurance and Special Hazard. The insurance required under Subparagraphs B and C hereof shall provide adequate protection for the Contractor against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this Contract.

NOTE: Subparagraph F is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontract has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Contractor.

F. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending

dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, Branson, MO 65616.

G. The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission if Contractor, its servants, agents, or subcontractors, arising out of the award of this contract to Contractor.

H. In the event 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) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see http://www.insurance.mo.gov/industry/sovimmunity.htm). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

I. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above described policies.

7. Liquidated Damages. The City Engineer will deduct amounts specified in the special provisions from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the City does not terminate the right of Contractor to proceed. The Contractor agrees that such stipulated damages are a reasonable measure of the City's damages for delay and are not intended as a penalty, and Contractor agrees to be stopped from asserting any argument or position to the contrary. The City Engineer is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

8. Contract Price. City shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to:

Two Million Three Hundred Seventy-Three Thousand Three Hundred Forty-Four and 00/100 Dollars
$(2,373,344.00)

9. Performance, Labor and Materials Payment Bond. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this contract and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

10. Payment Procedures. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the City Engineer as provided in the General Conditions.

A. Progress Payments/Retainage. City shall make progress payments on account of the Contract price on the basis of Contractor's Applications for Payment as recommended by City Engineer, on or about the 15th day of each month during construction as provided in paragraphs B and C below. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values.

B. Prior to completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as City Engineer shall determine, or City may withhold, in accordance with the General Conditions.

C. 90% of work completed (with the balance being retainage). If work has been 50% completed as determined by City Engineer, and if the character and progress of work have been satisfactorily to City and City Engineer, City may determine that as long as the character and progress of the remaining work is satisfactory to them, there will be no additional retainage.

D. Upon completion, in an amount sufficient to increase total payments to Contractor to 99% of the contract price (with the balance being retainage), less such amounts as City Engineer shall determine, or City may withhold, in accordance with the General Conditions.

E. Final Payment. Upon final completion and acceptance of the work in accordance with

the General Conditions, City shall pay the remainder of the Contract Price.

11. Interest. All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

12. Contractor's Representations. In order to induce City to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents including "technical data".

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.

C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

D. Contractor is aware of the general nature of work to be performed by City and others at the site that relates to the work as indicated in the Contract Documents.

E. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

13. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to bind all subcontractors to the same specifications that bind the Contractor, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

14. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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, and that it will utilize a high level of skill

necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, or unpaid subcontractors.

15. Termination. The City reserves the right to terminate this contract by giving at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of this contract.

Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event, City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

16. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 13, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

17. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

18. Liability and Indemnity.

A. In no event shall the City be liable to the Contractor 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 or received by the City under this contract.

B. The Contractor shall defend, indemnify, and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits,

damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this contract.

19. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall execute the payment and performance bonds attached hereto.

20. Payment. The City will pay the Contractor in accordance with the rate set forth in the Contract Documents, on file in the Engineering Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Paragraph 4 above shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this contract.

21. Contract Documents. The contract documents shall consist of the following:

A. Contract & Addendums

B. All Change Orders

C. Bid Plans and Specifications

D. Standard General Conditions, Technical Specifications & Special Conditions

E. Proposal/Bid

F. Instructions to Bidders

G. Performance Bond

H. Payment and Material Bond

I. Non-Collusion Affidavit

J. Notice of Award & Notice to Proceed

K. City Business License

L. Certification of Individual Bidder/Affidavit

*Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

22. Subsurface Conditions. Contractor agrees and stipulates that Contractor is on constructive notice of the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey, and the Contractor stipulates that all subsurface conditions reported therein are reasonably anticipated or foreseeable.

23. Conflict of Interest. In accepting this Contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Branson, Missouri, , and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

24. Assignment. The Contractor 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 Contractor 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 and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this contract, 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 contract.

25. Nondiscrimination. The Contractor 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 Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

26. Certification of Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

A. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

27. Notices. All notices required or permitted herein are required to be in writing and may be given by FAX or by first class mail addressed to City at 110 West Maddux, Branson, Missouri 65616, and Contractor at the address indicated below. The date of delivery of any notice given by U.S. mail shall be the date falling on the second full day after the date 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.

28. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Branson, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

29. 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.

30. 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.

31. 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.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed two copies of this Contract. One counterpart each has been delivered to CONTRACTOR and CITY. All portions of the Contract Documents have been signed, initialed or identified by CITY and CONTRACTOR.

This Contract will be effective on _____, 20___ (which is the effective date of the Contract).

CITY OF BRANSON, MISSOURI

By: _____
Karen Best, Mayor

(SEAL)

Attest _____
Lisa K Westfall
City Clerk

Address for giving notices
110 W. Maddux
Branson, MO 65616

Approved as to Form:

_____
William T. Duston, City Attorney

CONTRACTOR-Hunter Chase & Associates, Inc.

By: _____

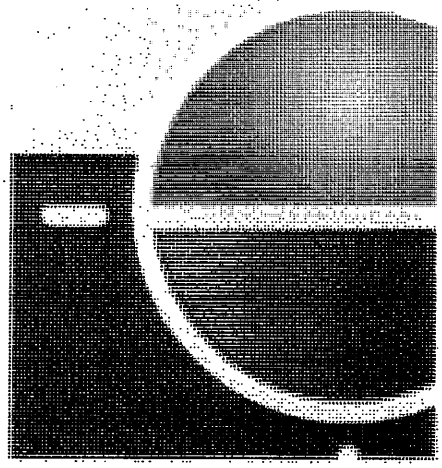
(SEAL)

Attest _____

Address for giving notices:
1200 E. Woodhurst Drive, J-200
Springfield, MO 65804

Exhibit "1"

#5



CITY OF BRANSON HISTORIC DOWNTOWN PHASE 3 STREETSCAPE IMPROVEMENTS

Contract Documents

CITY OF BRANSON
Branson City Hall
110 W. Maddux Street, Suite 310
Branson, MO 65616

GRE: 3636

GRE
GREAT RIVER ENGINEERING

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Branson City Clerk, City Hall, Commercial & Maddux, Branson, Missouri, 65616 until 10:00 a.m., local time on October 27th, 2016, for the ***HISTORIC DOWNTOWN PHASE 3 STREETSCAPE IMPROVEMENTS*** in Branson, Missouri and then publicly opened and read at City Hall, Commercial & Maddux, Branson, Missouri.

The work to be performed under the provisions of this contract consists of the complete construction as follows:

The construction includes total reconstruction of Commercial Street from Pacific Street to Atlantic Street. The streetscape improvements include, but are not limited to the following items of work: removals, excavation, roadway and sidewalk reconstruction, roadway lighting, water main, storm sewer, landscaping, irrigation, signing, temporary erosion control, temporary traffic control and other miscellaneous work included in the contract documents.

A PRE-BID MEETING will be held on October 11th, 2016 at 10:00 a.m. The meeting will be held at the City Hall in Branson Missouri to address any questions from perspective bidders and provide a project overview. The pre-bid meeting is not mandatory.

Copies of the drawings, specifications and other proposed contract documents may be obtained by prospective bidders from the City of Branson Engineering Department at a non-refundable cost of $150.00. Complete digital project bidding documents are available for a non-refundable fee of $10.00 at www.questcdn.com by entering Quest Project Number # 4682401, or by going to www.bransonmo.gov and click on "Bids". At the new screen, click on Construction Bids. Plans and specifications may also be examined at the office of the City Engineer at City Hall, Commercial & Maddux, Branson, Missouri 65616, (417) 337-8559.

Bids will be received on a lump sum and unit price basis. Each bidder shall file with his bid a cashier's check, certified check or a bidder's bond for 5 percent (5%) of the total amount of the base bid made payable to the City of Branson, Missouri, hereinafter referred to as the Owner.

The bidder to whom a contract is awarded will be required to furnish a performance bond and a payment bond on the forms provided, acceptable to the City of Branson, Missouri, each in the amount of 100 percent (100%) of the contract price, in conformity with the requirements of the General Conditions.

Wage rates paid on construction work for this project shall be at least equal to the prevailing wage rates as determined by the Division of Labor Standards of Missouri.

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. The Contractor and his subcontractors will be obligated not to discriminate in employment practices.

Contract time will be specified in the Bid Form. No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

The Owner reserves the right to reject any or all Bids, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

MAYOR AND BOARD OF ALDERMEN
BRANSON, MISSOURI

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INSTRUCTIONS TO BIDDERS

Bids will be received by the City of Branson, Missouri (herein called the "Owner"), at City Hall until 10:00 a.m. on October 27th, 2016 and then at said office publicly opened and read aloud.

GENERAL INSTRUCTIONS AND DEFINED TERMS:

Prospective bidders are instructed to read and become very familiar with the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and City of Branson Standard General Conditions Technical Specifications for Public Improvement Projects adopted September 2011 and all revisions thereto. These instructions to bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.

Terms used in these Instructions to Bidders, which are defined in the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and Standard General Conditions and Technical Specifications for Public Improvement Projects have the meanings assigned to them in the General Conditions.

PRE-BID MEETING:

A pre-bid meeting will be held on October 11th, 2016 at 10:00 a.m. The meeting will be held at the City Hall in Branson Missouri to address any questions from perspective bidders and provide a project overview. The pre-bid meeting is not mandatory.

QUALIFICATIONS OF BIDDERS:

To demonstrate qualifications to perform the Work, each Contractor bidding on this project is required to submit with their bid documents a current Statement of Bidder's Qualifications. Forms for this statement are included as part of these documents for the bidder's convenience.

The successful bidder will be required to have an occupational license with the City of Branson, Missouri before award of the contract can be made.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

It is the responsibility for each Bidder before submitting a Bid to do the following:

1. examine the Contract Documents thoroughly
2. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work
3. consider federal, state and local laws and Regulations that may affect cost, progress, performance or furnishing of the Work
4. study and carefully correlate Bidder's observations with the Contract Documents
5. notify engineer of all conflicts, errors or discrepancies in the Contract Documents.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the drawings and specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the type of improvements noted on the Bid sheets and the envelope should bear on the outside the name of the Bidder, his address, his license number, if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed the Owner.

All Bids must be made on the required Bid Form. Bidders are required to complete the Bid Form with all blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. All names must be typed or printed below the signature. The Bid shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Bid must be shown.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual Agreement between the Owner and the Bidder.

SUBCONTRACTORS, SUPPLIERS AND OTHERS:

Using the form supplied in the bid package, provide the names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal. If no subcontractors are expected to be used, a completed Subcontracted Disclosure Form is still required to accompany the bid.

After the bid opening the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City Engineer and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.

The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City Engineer in accordance with Section B of the General Conditions. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor; for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.

No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the Contractor.

If approval is given for subletting work, the Contractor shall perform with his own organization bid items amounting to not less than twenty (20) percent of the total contract cost. The percentage of the work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc. The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

No subcontractor may further subcontract any of his work.

Enrollment in Federal Work Authorization Program: Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training: Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

The Owner shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

A bid bond payable to the Owner for five percent (5%) of the total amount of the Bid Form must accompany the bids. As soon as the Bid prices have been compared, the City will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful

Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the Owner.

The City shall issue the Notice to Proceed within thirty (30) days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Bidders will be required to submit a summary of their qualifications on the forms included in the specifications.

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereto stated in the proposal. Bidder must agree also to pay as liquidated damages, the sum noted in the Bid document for each consecutive calendar day thereafter as hereinafter provided in the General Conditions and as shown on the Bid Form.

Neither the final payment nor any part of the retained percentages shall become due until the Contractor delivers to the Owner a complete release of all claims arising out of this contract, whether liens arising out of performance of the contract or claims whether of persons or property arising out of or related in any manner whatsoever to the Contractor's performance, or receipts in

full in lieu thereof, and, in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any liens or claim. If any lien or claim remains unsatisfied after all the payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Upon request of the Owner, the Contractor will, at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or claim which may be filed against the property arising out of the contract. The required lien waiver forms are enclosed. Copies may be obtained from the Engineer.

Where indefinite material is specified on the plans or in the specifications, it is the intent to set a definite standard.

In any section of the contract documents or plans and specifications, if any article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted shall be implied.

No substitution shall be made unless supporting information is submitted in writing to the Engineer a minimum of two (2) weeks prior to Bid opening date. Such information shall contain sufficient data so that the Engineer and Owner can determine if the substitution is equal to design, strength, durability, usefulness and convenience for the purpose intended including design calculations and drawings prepared by a registered engineer. If the substitute material or equipment is found to be equal in performance to that specified and if the substitute requires modifications to the design plans, the Contractor shall be responsible for the additional design and construction costs. The Engineer will notify all prospective Bidders by addendum to the Specifications prior to the Bid opening date, of any approved equal materials or equipment.

A conditional qualified Bid will not be accepted.

After the bids are opened and the bid totals read, they will be compared on the basis of the contract amount, to which has been added the product of the closure time submitted by the bidder and the average daily road-user cost shown in the bid. This total amount will be used to determine the lowest responsive and responsible bid for the project. The Owner reserves the right to reject and all bids including those which, in the sole judgment of the owner contain too few or too many units of closure time.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each prospective Bidder is expected to examine all of the Contract Documents before submitting a proposal. The conditions indicated on the design plan and elsewhere in the contract documents represent information available from surveys and studies and original construction plans, but the submission of a proposal shall be considered proof that the prospective Bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work, and as to the requirements of the design plans and within the terms of the other contract documents.

LIST OF ITEMS TO BE SUBMITTED

Items required to be submitted with Bid:

1. Bid Form
2. Bid Bond
3. Current Statement of Bidder's Qualifications
4. Acknowledgement of any Addendum issued
5. Subcontractor Disclosure Form
6. Bid security made payable to City of Branson in an amount of five percent (5%) of the bidder's maximum Bid price.
7. Immigration Affidavit

Items required to be submitted prior to Council award of contract:

1. Current City of Branson business/contractor's license

Items required to be submitted for Notice to Proceed of contract:

1. Signed contract
2. Insurance certificates naming City of Branson as additional insured
3. Performance, Labor and Materials Payment bonds
4. E-Verify Enrollment Documentation
5. Executed Notice of Award

Items required to be submitted prior to commencement of work:

1. Documentation certifying completion of required ten (10) hour OSHA safety training pursuant to Section 292.675, RSMo

Items required to be submitted monthly with construction payments:

1. Certified Payroll complying with Prevailing Wage Requirements

Items required to be submitted prior to final payment:

1. Certificate of Compliance and Affidavit
    a. All subcontractors, material and equipment used on the project have been paid;
    b. All workmen performing work under contract have been paid prevailing hourly wage rates;
    c. All claims have been paid or settled;
    d. Contractor warrants material and workmanship for a period of one (1) year;
2. Final change order reflecting actual quantities

GENERAL CONDITIONS

A. DEFINITION OF TERMS OR DESCRIPTIVE WORDS

1. Advertisement: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

2. Award: The action of the city accepting the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or as required by law.

3. Bidder: Any individual, partnership, corporation or joint venture submitting a proposal to perform the work contemplated.

4. Bid Security: A bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the city in an amount equal to at least 5% of the amount of the bid.

5. Basis of Design Product: A specification in which a specific manufacturer's product is named and accompanied by the words "basis of design product", including make or model number or other designations to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for purposes of evaluating comparable products of additional manufacturers. Submission for the Engineer to consider a comparable product is to be accompanied by a detailed description of the products significant qualities as listed above and within the special provisions.

6. Change Order: A written order from the engineer to the contractor, as authorized by the contract, directing changes in the work as made necessary or desirable by unforeseen conditions or events discovered or occurring during the progress of the work.

7. Contract Documents: The contract documents shall include, but not be limited to, the signed Contract and Bond, Addenda, Notice to Contractors, signed copy of the Bid, General Conditions, Special Provisions, Technical Specifications, and Plans and/or Supplemental Sketches. The signed Contract, together with the other documents enumerated therein or hereinbefore, forms the Contract between the parties. These documents are as fully a part of the contract as if attached thereto or repeated therein.

8. Contract Time or Completion Date: The number of calendar days shown in the proposal, including authorized extensions, is the time allowed for the completion of the work contemplated in the contract. If a calendar date for completion is shown in the proposal, then the work contemplated shall be completed by that date. A calendar day is defined as every day shown on the calendar (including weekends and holidays). No time extensions will be granted for delays caused by weather, utility conflicts, excavations encountering rock, changing excavation quantities or contractor scheduling.

9. Contractor: The individual, partnership, corporation, or joint venture undertaking

performance of the work under the terms of the contract, and acting directly or through his or its agents, employees, or subcontractors.

10. Easement: The right to use property owned by others for a specific purpose. An easement is an interest in the property, however, the original property owner retains legal title to that particular property.

11. Engineer: The city engineer or any of his authorized representatives. Where the term "City Engineer" is used, it shall mean the city engineer in person.

12. Extra Work: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract and within the intended scope of the contract, as determined by the city engineer.

13. Notice to Contractors: The notification provided prospective bidders, containing a general description of the proposed work, and including information and requirements for the submission of bids.

14. Notice to Proceed: The written notice from the city engineer notifying the contractor of the date, which he is to begin prosecution of the work.

15. Pay Item: An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of any and all work and the furnishing of any and all labor, equipment, and materials contemplated or described on the plans or in the text of the specifications included in the contract.

16. Plans: Drawings or reproductions thereof approved by the City of Branson, Missouri, which show the location, character, and details of the work. Technical Specifications and Special Provisions shall prevail over plans when in conflict therewith.

17. Project: The proposed improvement together with all appurtenances and construction to be performed thereon under the contract.

18. Proposal: The written offer submitted by the bidder in the required manner on the form of proposal to perform the work contemplated at his bid prices.

19. Form of Proposal: The approved form furnished by the city engineer on which the bid prices for the work is to be submitted.

20. Proposal Guaranty: The security furnished with a proposal to insure that the bidder will enter into the contract if his proposal is accepted.

21. Right-of-Way: Land acquired by the city of Branson for the construction and maintenance of an improvement.

22. Special Provisions: Directions or requirements, peculiar to the work and not otherwise thoroughly or satisfactorily detailed or set forth in the general conditions or technical specifications. Special provisions may be included in the specifications or may be included as

a note or special detail on the plans. Special provisions shall prevail over general conditions, technical specifications, and plans whenever in conflict therewith.

23. Specifications: The directions, provisions, and requirements contained in these general conditions and technical specifications, together with such as may be added or adopted as supplemental specifications or special provisions for the performance of the work and for the quantity, quality, and proportion of materials.

24. Subcontractor: Any individual, partnership, corporation, or joint venture to which the contractor, with the consent of the city engineer, sublets any part of the work under the contract.

25. Surety: A corporate body duly authorized to do business in the State of Missouri, and which has executed a bid bond with the bidder.

26. Work: The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract documents.

B. BIDDING REQUIREMENTS AND CONDITIONS

1. Notices to Contractors. After the date is fixed for the receipt of bids, the city engineer may, in addition to the notice required by law, give notice of such date by mail to those contractors who are on file with the engineering department for the type of work involved in the contract being bid. Others will be mailed a notice to contractors upon request. This notice to contractors will contain a general description of the proposed work, together with instructions and information to the potential bidder regarding specifications, approved plans, special provisions, form of proposal, and other documents affecting the work.

2. Coordination of Plans, Specifications and Special Provisions. These Specifications, Approved Plans, Special Provisions, Form of Proposal and all documents affecting the work issued by the city engineer to the contractor are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be mutually complementary. In case of discrepancy, calculated dimensions shall prevail over scaled dimensions; specifications shall prevail over plans and drawings; special provisions shall prevail over specifications.

3. Interpretation of Quantities in Bid Schedule. The items appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted in accordance with the contract, except where final measurements are not made, as hereinafter provided. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

4. Examination of Specifications and Site of Work. The city engineer will prepare location maps and specifications giving such directions as will enable the contractor to carry them out. The bidder is expected to examine carefully the site of the proposed work, the proposal,

specifications, and other contract documents before submitting a proposal. The specifications, and other documents designated in the proposal form will be considered a part of the proposal whether attached or not. The conditions indicated on the plans and in the proposal represent information available from surveys and studies, but the submission of a bid shall be considered proof that the bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and other contract documents.

5. Preparation of Proposals. All proposals must be properly signed and sealed and submitted as set forth in the notice to contractors. Each bidder shall specify in his proposal, in figures, a unit price for each of the items listed in the proposal. The proposal shall not contain interlineations or alterations. The bidder shall show the unit price for construction of all items in the amount column provided for that purpose. These until prices shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries on the proposal form shall be in ink or typed.

The city engineer will correct all errors in extensions or totals and such corrected extensions and totals will be used in comparing bids.

a. A proposal from an individual, including any doing business under a fictitious name, shall be signed by the individual, and his address shown.

b. A proposal by a partnership or joint venture, including individuals doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner," or one of the joint ventures followed by the title "Joint Venturer" and the business address of the partnership or joint venture shown. The true legal name and address of each partner and joint venture shall also be shown.

c. A proposal by a corporation, whether acting alone or as a joint venture, shall include the address and name of the corporation and shall be signed by a person authorized by its Board of Directors to bind the corporation, with his title shown.

d. The name and address of the bidder shall be stated the same on all contract documents including the proposal, bid bond, contract, performance bond and insurance policies and certificates.

e. If the successful bidder is doing business in the State of Missouri under a fictitious name, such bidder shall furnish to the city engineer a certified copy Secretary of State, State of Missouri. The city will execute no contract until the bidder furnishes such certificate. If the successful bidder already has on file with the city engineer such a certificate, an additional certificate will not be required.

f. All successful bidders who are corporations organized in states other than Missouri, shall furnish at their cost, a certified copy of a certificate of authority and license to do business in Missouri, said certificate to remain on file with the city engineer. The city will execute no contract until the successful bidder furnishes such certificate. If the successful bidder already has on file with the city

engineer such a certificate, an additional certificate will not be required. The successful bidder agrees to cause its authority and license to do business as a foreign corporation to be continued and extended throughout the life of the contract, and until all claims thereon and hereunder shall have been finally settled.

g. All successful bidders who are corporations organized either in the State of Missouri or in other states, must have or must obtain an occupational license with the City of Branson, Missouri. The cost for this occupational license shall be borne by the bidder. The city will execute no contract until this occupational license has been obtained.

h. Where in the proposal form a "Unit Price" is set forth, the "Unit Price" shall include the furnishing by the contractor of all labor, tools, materials, machinery, appliances, plant and equipment appurtenant to, and necessary for the construction in every detail and the completion in a first class, workmanlike manner of all the work to be done under these specifications. The "Unit Price" shall also include all permanent protection of overhead, surface and underground structures, dust control during construction, cleaning up, finish, overhead expense, insurance, patent fees, royalties, risk due to the elements, delay, profit, injuries, damages, claims, and all other items not specifically mentioned that may be required to construct fully each item of work complete in place. Contractors are warned that unbalancing of bids may be cause for rejection. Proposals that show any omissions, alterations of form, additions not called for, conditional or alternate bids not called for, or irregularities of any kind may be rejected.

i. All proposals must be accompanied by a cashier's check or certified check for not less than five (5%) percent of the amount of the bid and made payable to the City of Branson, Missouri, or an acceptable bidder's bond guaranteed by a corporate surety company engaged in the business of signing surety bonds in the State of Missouri, said bidder's bond or check to be paid unconditionally to the City of Branson in the amount of not less than five (5%) percent of the bid.

j. A bidder may withdraw or revise a proposal after it has been deposited as set forth in the notice to contractor, provided the revision or the request for such withdrawal is received before the time set for opening proposals.

k. Any proposal received after the time for opening of bids will be returned to the bidder unopened.

l. Proposals will be opened and the bid totals read publicly at the time and place indicated in the notice to contractors, bidders, their authorized agents, and other interested parties are invited to be present.

6. Right to Reject Proposals. The city reserves the right to reject any or all bids and waive technicalities if it is in the best interest of the city and may resubmit an invitation for bids with the same specifications to the same or other persons. Reasons for rejection of proposals will not be limited to but shall include the following:

a. False information provided on the "Statement of Bidders Qualifications".

b. Failure to pay, or satisfactorily settle, all bills due for labor or materials on former contracts.

c. Default under previous contracts.

d. Unsatisfactory performance record as shown by past work for the city judged from the standpoint of workmanship and progress.

e. When any agent or employee of the prospective bidder currently serves as an employee or agent of the city.

f. When any agent or employee of the prospective bidder has participated in the preparation of plans or specifications for the proposed work.

g. More than one proposal for the same work from an individual, firm, partnership or corporation under the same or different names.

h. Evidence of collusion among bidders.

i. Unbalanced proposals in which the bid prices for some items are obviously out of proportion to the bid prices of other items.

j. If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.

k. If there are omissions, erasures, unauthorized additions, conditional bids, or irregularities of any kind which may tend to make the proposal incomplete or ambiguous as to its meaning.

C. AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals. After the proposals are opened and the bid totals read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule multiplied by the unit bid prices. The results of such comparisons will be immediately available to the public.

2. Award of Contract. After the bids are opened and the bid totals read, they will be compared on the basis of the contract amount, to which has been added the product of the closure time submitted by the bidder and the average daily road-user cost shown in the bid. This total amount will be used to determine the lowest responsive and responsible bid for the project. The Owner reserves the right to reject and all bids including those which, in the sole judgment of the owner contain too few or too many units of closure time.

3. Assigning or Subletting the Contract. The apparent low bidder, and any other bidder so requested, shall within seven (7) days after bid opening submit to the engineering

department, a list of all subcontractors to be used on the project and the percentage of the contract that each will do. If the engineering department, after due investigations, has reasonable objections to any proposed subcontractor may, before the notice of award is given, request the apparent low bidder to submit an acceptable substitute without an increase in the bid price. If the apparent low bidder declines to make any such substitutions, the engineering department may award the contract to the next lowest bidder that proposes to use acceptable subcontractors. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any bidder.

The contractor shall not assign or sublet the contract, or any portion of the contract, without the written approval of the city engineer. The city engineer's written approval of the contractor subletting work shall not be construed as making the city a part of such subcontract, or subjecting the city to liability of any kind of any subcontractor. No subcontract shall under any circumstances relieve the contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the contractor.

Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor. If approval is given for subletting work, the contractor shall perform, with his own organization, work amounting to not less than twenty (20%) percent of the total contract cost. A subcontractor may not subcontract any portion of his work.

No second-tier subcontracting will be permitted.

4. Return of Proposal Guaranty. The proposal guaranty, whether check or surety bond, of the low bidder will be retained by the City until the contract has been executed, all insurance requirements met, and satisfactory contract bond furnished.

If the proposal guaranty is a check, it will then be returned to the low bidder. The proposal guaranty of the second low bidder will be retained until the city has determined that the award will not be made to him at which time the proposal guaranty will be returned if it is a check. If errors or irregularities appear in the proposal of either of the two apparent low bidders that create doubt as to the status of such proposal, the proposal guaranties of other bidders may be retained. When the two lowest bidders have been definitely established, any checks submitted, as a proposal guaranty by the other bidders will be returned. Any surety bond furnished, as a proposal guaranty will be returned only upon request of the bidder furnishing it. If an award is not made, all checks submitted as a proposal guaranty will be returned to the bidders.

5. Execution of Contract. The individual, partnership, corporation, or joint venturer awarded the contract shall return the prescribed copies of the contract and insurance, properly executed, to the office of the city engineer within 10 days after the Notice of Award has been mailed to the bidder. No proposal shall be considered binding upon the city until the successful bidder has been properly notified of the award by the city, and until the successful bidder has executed and returned the contract, and the required insurance. No contract shall be considered effective until it has been fully executed by all of the parties hereto.

6. Failure to Execute Contract. Failure to execute the contract and file acceptable bond and insurance within 10 days after the contract has been mailed to the bidder shall be just cause

for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the city may decide.

D. SCOPE OF WORK

1. Intent of Contract. The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

2. Alteration of Plans. The city reserves the right to make, at any time during the progress of the work, without notice to the surety, such increases or decreases in quantities up to 25% of the total contract price for the project and such alterations in the details of the construction, including alterations in the grade as may be found necessary or desirable. Plan changes may include the addition, elimination, reduction, or increase of any one or more items or units. If the plan change results in the increase or decrease of the quantity of a major item by more than 25 percent, the city may require negotiation of the unit price for that portion of the major item above 125 percent or below 75 percent of the quantity stated in the contract. A major item, for the purpose of this section, will be considered to be single bid items or if noted elsewhere a group of items or separate schedules, the total cost of which exceeds 15 percent of the total contract price for the project. For contract plan changes involving work for which there is no unit price, city and contractor shall, if possible, agree on a fair unit price or sum to be added to or deducted from the contract, as appropriate.

3. Public Conveniences and Safety. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions for protection of the public as contained in the Occupational Safety and Health Administration Regulations. Contractor shall conduct the work at all times so as to cause no more obstruction or inconvenience to the public than is deemed necessary by the city engineer. Free passage for vehicles and pedestrians shall be maintained by the contractor, at his expense, along roadways, sidewalks and drives, by bridging, if necessary, where it is practical to do so. Where bridging is unnecessary or impractical in the opinion of the city engineer, the contractor may arrange for the diversion of traffic as hereinafter provided. If the contractor is required to maintain traffic over the project, he shall maintain the roadbed substantially free of ruts, holes and detrimental surface deformations. Free access shall be provided to all fire hydrants, water valves and fire alarms or police call boxes.

4. Control of Traffic. The contractor shall provide for a sufficient number of warning lights, signs, and barricades to be available on the work, and shall cause them to be placed in such numbers and at such locations as required to maintain reasonable safety to pedestrians and vehicular traffic. If it becomes necessary to divert traffic, the city engineer shall select a detour route and the contractor shall place at his expense or as provided for in the contract, directional signs of such nature and insufficient numbers to clearly define the detour route. Barricades, lights and warning signs shall be constructed in accordance with the Uniform

Manual of Traffic Control Devices, or as otherwise approved by the city engineer.

The city reserves the right to remedy any neglect on the part of the contractor as regards public convenience and safety which may come to its attention after twenty-four (24) hours notice in writing to the contractor; save in cases of emergency, in which the city shall have the right to remedy any neglect without notice; in either case, the cost of such work done by the city shall be paid by the contractor to the Office of the City Engineer prior to final payment or shall be deducted from final payment.

5. Protection of Public and Private Utilities. The contractor shall support, sustain and protect existing pipes, conduits, signs, markers, poles, wires and other apparatus under, over, along, across or otherwise affected by the work. If such pipes, conduits, signs, markers, poles, wires or apparatus are damaged through carelessness or neglect of the contractor, the authorities having control of same will repair them, but the cost of such repairs shall be paid by the contractor or shall be deducted from final payment.

The failure of the city to show such utilities on the plans shall not relieve the contractor of his responsibility for the protection and preservation of such utilities. The contractor shall enlist the assistance of the Missouri One Call System by calling 1+800-344-7483 to locate electric, water, sewer, and traffic signal utilities. The contractor shall enlist the assistance of the other affected agencies in the location of their utilities. The contractor will not be responsible to any agency for the cost of such assistance in the location of its utilities, but he shall be responsible for the cost of repairing any damage to such utilities arising from any negligence of his operations.

The contractor shall coordinate his operations with the affected utility agency that is making necessary adjustments, relocations, removals, or construction of new fixtures and shall permit free access to the site for such work. It is understood and agreed that the contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions whether or not they are shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by the contractor due to any conflict or interference from the said utility appurtenances or the operation of moving them.

If the owners of utility facilities fail to cooperate and coordinate their work with that of the contractor and that failure results in actual delay to the contractor in the overall completion of the project, such delay will be considered in the time specified in the contract for completion, provided the contractor notifies the city engineer of the delay at the time it occurs.

6. Damage to Private Property. The contractor shall confine his work to the city's premises, including easements and construction permit areas. He shall not enter upon or place materials on any private premises except by written consent of the individual owners, and he shall save the city harmless from all suits and actions of every kind and description that might result from his use of private property. The contractor shall cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor and will on completion of the work file with the city a certificate from the surveyor that said pins have been reset.

7. Removal of Drainage Pipe and Culverts. Drainage structures at driveways, private entrances and street intersections, which must be removed during the normal prosecution of the

work, called for in the contract shall be deemed the property of the City of Branson. The contractor shall use reasonable care in the removal of all drainage structures and stack them for salvage by the city. Should the city not wish to claim such drainage structures, the contractor will be required to remove them from the job site. It will be the contractor's responsibility to notify the city that said structures are available for salvage and upon the expiration of three (3) working days of such notice, if the city has not removed said drainage structures from the site of the work, it shall be deemed that the city has relinquished all claim to said drainage structure.

8. Extra Work and Force Account.

a. The contractor shall perform unforeseen work, for which there is no provision included in the contract, whenever it is deemed necessary or desirable to complete the work as contemplated. Such work shall be performed in accordance with the specifications and as directed by the city engineer.

b. Payment for extra work will be based on lump sum or unit prices previously agreed to in writing by the parties to the contract or the city may require the contractor to do such work on a force account basis.

c. Force account work will be compensated in the following manner:

i. Labor. The contractor will receive the rate of wage paid by him for each hour that all labor is engaged in such work. The contractor will receive the actual costs paid to, or in behalf of, employees by reason of health and welfare benefits, pension fund benefits or other benefits required by an employment contract. An additional amount equal to 35 percent of the sum of the above items will also be paid to the contractor. No separate payment will be made for insurance premiums, unemployment insurance contributions and social security taxes as compensation for these costs will be considered as fully covered in the 35% figure stated above.

ii. Materials. The contractor will receive the actual cost of materials accepted by the city engineer and used in the work; including transportation charges paid by the contractor. An additional amount equal to 15 percent of the materials and transportation cost will also be paid to the contractor. No compensation will be allowed for materials, such as forms, which are used in connection with, but do not enter permanently into the work.

iii. Equipment. For any equipment necessary to perform the work, including all fuel and lubricants, tires, and repairs, the contractor will be allowed the hourly rental rates set out in the "Rental Rate Blue Book for Construction Equipment" on file at the time the work is done. The allowed rates will be the sum of the bare hourly rates and the estimated operating cost per hour. The allowed time for the hourly rental rates will include that time required to move the equipment to and from the site of the force account work plus the actual operating time on the work. If the actual unit of equipment is

not listed in the schedule, the rate listed for similar equipment shall be used.

iv. Miscellaneous. The city engineer has the authority to require alterations in the equipment and labor force assigned the force account work, to limit authorization of overtime or to require overtime work when an emergency exists. No allowance will be made for general superintendence, the use of small tools or equipment or other costs not specifically herein provided. All subcontractors will be considered employees of the contractor.

v. Compensation. Each day the contractor's representative and the engineer shall compare records of the cost of the force account work and both the engineer and the contractor shall sign them. No payment will be made for the force account work until the contractor has furnished the city engineer with itemized statements of cost of such work.

E. CONTROL OF WORK

1 Authority of the Engineer

a. When work is being performed under direct contract with the City of Branson, the engineer, or his duly authorized representative will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed. The engineer's decision as to the intent of the contract, plans, specifications and estimates, and as to all questions arising as to the acceptable fulfillment of the contract on the part of the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; all claims of any character whatsoever in connection with or growing out of the construction whether claimed under the contract, under force account, under quantum merit, or otherwise; and the engineer's estimates and decisions shall be final, binding, and conclusive upon all parties to the contract.

b. The engineer, or his duly authorized representative, has the authority to suspend work, being performed on city rights-of-way and easements, wholly or in part for such period or periods as he may deem necessary due to the failure of the contractor to correct conditions unsafe for the workmen or general public.

c. In case of failure on the part of the contractor to execute work ordered by the engineer, the engineer may, at the expiration of a period of 48 hours after giving written notice to the contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the contractor under the contract.

d. When work is performed on city rights-of-way and easements in conjunction with private improvements, all work will be inspected by the engineering department to ensure conformity to these General Conditions and Technical Specifications.

The city engineer will decide all questions which may arise as to the quantity of materials furnished; work performed as to the acceptable rate of progress; all questions as to the acceptable fulfillment of the contract between the developer and the contractor; all questions of classification; the proper compensation for the performance or breach of the contract: and all claims of any character whatsoever in connection with or growing out of the construction contract between the developer and the contractor. The city engineer will also be responsible for resolving any conflicts between the plans and existing site conditions; any conflicts between the plans and the construction staking; and any conflicts between constructability of the plan and these specifications and site conditions.

e. Nothing contained in this section or in the contract shall be construed as requiring or permitting the engineer or his duly authorized representative, to direct the method or manner of performing any work at a job site.

2. Authority and Duties of the Inspectors or Assistants.

a. The city engineer may appoint inspectors as assistants to inspect all materials used and all work performed. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of the specifications.

b. An inspector will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the plans and specifications. The inspector will have authority to reject defective material and to suspend any work that is being improperly done, subject to the final decision of the city engineer. The inspector will exercise such additional authority as may, from time to time, be especially delegated to him by the city engineer. An inspector will call to the attention of the contractor any lack of compliance with the plans or specifications. However, failure of an inspector or the city engineer to call the attention of the Contractor to the faulty work, or lack of compliance with the plans and specifications, shall not constitute acceptance of said work.

c. When an inspector is assigned to the work being performed in conjunction with a city contract, the inspector will keep the city engineer informed as to the progress of the work and the manner in which it is being accomplished.

3. Conformity with Plans and Specifications. All work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

a. If the engineer finds the materials or the finished product in which the materials are used not in conformity with the plans and specifications but that reasonably acceptable work has been produced; he will then make a determination as to whether or not the work will be accepted and remain in place. If accepted, the engineer will document the basis of acceptance by contract modifications that

may provide for an appropriate adjustment in the contract price for such work or materials, as he deems necessary to conform to his determination based on engineering judgment.

b. If the engineer finds the materials or the finished product in which the materials are used or the work performed have resulted in an unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

4. Errors and Omissions. The contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the contractor discovers such an error or omission, he shall immediately notify the engineer. The engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

5. Cooperation by Contractor. The contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the engineer andother contractors in every way possible. The contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors or utilities. The contractor shall schedule his work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors. Pavements over which hauling is performed shall be kept clean of spilled or tracked on materials at all times.

6. Inspection. The contractor shall furnish the engineer with every reasonable facility for ascertaining whether or not the work performed as in accordance with the requirements and intent of the plans and specifications. Any work done (except excavation) or material used without suitable supervision by the contractor or inspection by the engineer may be ordered, removed, and replaced at the contractor's expense.

7. Work in Inclement Weather. No construction work shall be done during stormy, freezing or inclement weather, except as can be done satisfactorily and in accordance with applicable specifications and with the approval of the city engineer. This provision will not be justification for time extensions on calendar day contracts.

8. Street Closure. When it becomes necessary to close a street, the contractor shall notify the city engineer at least 36 hours in advance of such closure including information as to the exact location and extent, the time and expected duration and the reason for the closure. If, in case of an emergency, it becomes necessary to close any street without advance notice, the contractor shall immediately notify the police and fire department and advise the city engineer of such closure.

9. Removal of Defective and Unauthorized Work. All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans, work done without proper inspection, or any extra or unclassified work done without written authority and prior to

agreement in writing as to prices, shall be considered as unauthorized work and done at the contractor's risk. All work considered unauthorized, at the option of the engineer, may not be measured and paid for, and may be ordered removed at the contractor's expense. Upon failure of the contractor to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice to the contractor, the city has the authority to cause unauthorized work to be removed. The cost of such work shall be paid to the Office of the City Engineer prior to final payment or shall be deducted from final payment.

10. Protection and Restoration of Property. The contractor shall notify the proper representatives of any public utility, any corporation, any company or any individual, not less than forty-eight (48) hours in advance of any work which might damage or interfere with their property or operation along or adjacent to the work. The contractor shall be responsible for any damage or injury to property of any character by reason of any negligent act or omission on the part of the contractor or the contractor's employees or agents, or due to defective work or materials, or due to his failure to reasonably or properly prosecute the work. When and where any such damage or injury is done to public or private property on the part of the contractor, he shall restore or have restored at his own cost and expense such property to a condition equal to or exceeding that existing before such damage was done, by repairing or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the engineer. In addition to the above, the contractor shall, unless otherwise indicated on the plans:

a. Cause any excavation upon the real estate to be backfilled and graded to the original grade;

b. Remove, insofar as reasonably possible, all debris resulting from construction, including rock;

c. Provide during construction reasonable access to the public street where any excavation upon the real estate might otherwise interfere therewith; and

d. Cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor, and will file with the city a certificate from the surveyor that said pins have been reset.

In case of failure on the part of the contractor to restore such property or make good such damage or injury, the engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be paid to the Office of the City Engineer prior to final payment or shall be deducted from final payment.

11. Contractor's representative. The contractor shall have on the project at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, authorized representatives. The superintendent shall have full authority to execute orders or directions of the engineer without delay, and to promptly order such materials, equipment,

tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

12. Notice to Proceed. A written Notice to Proceed shall be given to the contractor for each project let by the city. This notice shall set forth the beginning of the project calendar days or the date for completion.

13. Claims for Adjustment. If either party has a claim against the other which in any way arises out of the provisions of the contract or the performance or nonperformance thereunder, written notice of such claim must be made in triplicate prior to the expiration of 60 days after delivery by the city to the contractor of a check or draft for the retained percentage. If the claim is against the city the notice of claim must be personally delivered or sent by certified mail to the office of the city engineer in city hall. If the claim is against an assignee, notice of the claim must be personally delivered or sent by certified mail to the assignee at the address shown on the accepted notice of assignment. Within 60 days after the receipt of notice of any claim, the party against whom the claim is made shall make any claim he has against the other party. All notices of claims must contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim. Any claim or an item of any claim not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized, or any claim not filed within the time and in the manner provided above shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration between the parties.

F. CONTROL OF MATERIAL

1. Source of Supply and Quality Requirements. All material needed in the work shall be furnished by the contractor unless otherwise stated in the contract. The contractor shall assume full responsibility for ordering materials of the quality and quantity required.

G. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1. Laws to be Observed. The contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, decrees, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the prosecution of the work. The contractor and his surety shall indemnify and save harmless the city and all of its officers, engineers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, his employees, or his subcontractors.

2. Permits and Licenses. The contractor shall procure all permits and licenses, shall pay all charges and fees, and shall give all notices necessary incidental to the due and lawful prosecution of the work. The contractor shall be required to have a current Occupational License from the City of Branson Finance Department. The cost of complying with these requirements will be included in the contract unit price for other items.

3. Non-Discrimination. The contractor shall be required to comply, and cause his subcontractors, if any, to comply with all local, state and federal laws, regulations, and directives against discrimination in connection with the project. Such nondiscrimination

requirements extend to procurement of materials and lease of equipment for use in connection with the project.

4. Patented Devices, Materials and Processes. If the contractor is required or desires to use any design, device, material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and the city may require a copy of the agreement. The contractor shall indemnify and save harmless the city from any suits, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.

5. Safety and Sanitary Provisions. The contractor shall at all times take necessary precautions to protect the life and health of all persons employed on the project. He shall familiarize himself with the latest accepted accident prevention methods and provide necessary safety devices and safeguards in accordance therewith. The city will refuse to provide inspection service at plants or work sites where adequate safety measures are not provided and maintained.

Employee Accommodation:

a. The contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Missouri Department of Natural Resources or of other bodies or tribunals having jurisdiction over public health and sanitation. No public or private nuisance shall be permitted.

b. All sanitary facilities and safety devices shall be furnished free to employees and the cost to the contractor will be considered covered under the various items of the contract documents.

c. The contractor's employees and the subcontractors' employees shall conduct themselves in action and language in a moral manner or the city will order the work stopped until the employee or employees are removed (or the situation is corrected).

6. Preservation of Monuments and Artifacts.

a. Monuments. The contractor shall not disturb or damage any land monument or property landmark until authorized by the engineer.

b. Artifacts. The contractor shall be responsible for the preservation of all artifacts, fossils, and other items of archaeological or geological significance discovered within the right-of-way during his operations, and shall handle such items as follows:

When remains of prehistoric sites or artifacts of historical or archaeological significance are encountered, the excavation operations shall be temporarily discontinued. The engineer will determine the disposition of such sites or artifacts. When directed by the engineer, the contractor shall excavate the site in such manner as to preserve the artifacts

encountered.

7. Protection of Streams, Lakes, Ponds, and Reservoirs. The contractor shall take sufficient precautions to prevent pollution of streams, lakes, ponds, sinkholes and reservoirs, with fuels, oils, bitumen, calcium chloride, or other harmful materials. The contractor shall schedule and conduct his operations so as to avoid or minimize siltation of streams, lakes, ponds, sinkholes, and reservoirs. In areas particularly subject to erosion, the contractor shall, subject to the approval of the engineer, conduct his operations in such manner to reduce exposure of the uncompleted portions of the project to the shortest time practicable.

8. Responsibility for Claims for Damage. The contractor shall indemnify and save harmless the city, its officers, agents and employees from all claims or suits made or brought for injury to persons or property caused by the contractor's negligence or his failure to perform the work in accordance with the plans and specifications. The city may retain from any payment due or to become due the contractor such sums as are deemed necessary to protect the city's interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the city.

In the event that a citizen makes a claim against the contractor or subcontractor, then the contractor shall do the following:

a. Investigate a claim within a reasonable period of time when notified by a citizen or the city of Branson.

b. Within 5 days after completing the investigation, the contractor shall notify in writing the person making the claim that the contractor is approving or denying the claim or a part thereof. The city shall receive a copy of the written notification.

c. Assure that claims shall not be denied for frivolous reasons.

In the event the city of Branson determines after notification by a citizen that the contractor has failed to comply with the above provisions and after notifying the contractor and determining that the contractor has failed to comply with the above provisions, the city of Branson may, in its discretion, withhold payment to the contractor until the provisions set forth above are complied with.

9. Use of Explosives. Explosives shall not be used in the prosecution of the construction work.

10. Contractor's Responsibility for Work. Until the city accepts the work, it shall be in the custody and under the charge and care of the contractor. The contractor shall rebuild, repair, restore, or make good, at his expense, any lost or stolen city-owned material, and all injuries or damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason. Issuance of a pay estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The city may, in its discretion, make such adjustment as it considers being proper for damage to the work due to unforeseeable causes beyond the control of the contractor, and without fault or negligence on the part of the contractor.

11. Contractor's Responsibility for Subcontractors. The contractor shall be as fully responsible to the city for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work, to bind all subcontractors to contractor by all the terms set forth in the contract with the city insofar as applicable to the work of subcontractors, and to give contractor the same power regarding termination of any subcontract as the city may exercise over contractor under any provision of the contract or contract documents. Nothing contained in the contract shall create any contractual relation between any subcontractor and the city or between any subcontractors.

12. Contractor's and/or Subcontractors' Insurance. The contractor and/or the subcontractor responsible to the general contractor, shall furnish evidence of insurance to the city of Branson by means of a certificate properly executed by a qualified agent or representative of the insurance company for the following types of coverage: (The insurance policy must be furnished to the city prior to approval of the contract for the coverage required under paragraph e).

a. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars ($1,000,000.00), including occupational disease provisions for all employees of the contractor and sub-contractor.

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. 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). The City of Branson must be named as additional insured. Blasting operations shall not be performed unless and until the Contractor has obtained and furnished to the Engineer a certificate of blasting coverage properly executed by a qualified agent or representative of the insurance company. In case the insurance company has no local agent, a telegraphic certificate may be accepted.

c. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. 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). The City of Branson must be named as additional insured. The policy must also specify that the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.

d. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability requiring certificates of insurance to the City must specifically provide that "no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the Engineering Department, City of Branson, Missouri by registered mail."

e. Scope of Insurance and Special Hazard. The insurance required under Subparagraphs b and c hereof shall provide adequate protection for the contractor against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Subparagraph "e" is construed to require the procurement of contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by contractor.

f. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, Branson, MO 65616.

g. The contractor agrees to defend, indemnify, and save the city harmless from and against all claims, suits and actions of every description, brought against the city and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission if contractor, its servants, agents, or subcontractors, or arising out of the award of this contract to contractor.

h. In the event 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) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price

not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo (see http://www.insurance.mo.gov/industry/sovimmunity.htm). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

i. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above-described policies.

Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without city engineer's written consent given after prior written notice to engineer.

13. Protection of Traffic Signs. The contractor shall notify the city engineer 24 hours in advance before moving or removing any traffic sign. Any traffic sign the city engineer allows to be removed and not immediately re-erected shall be stored by the contractors and maintained in the sign's original condition. Any sign or post damaged by the contractor shall be replaced immediately by the contractor.

H. PROSECUTION AND PROGRESS

1. Time for Completion. The time for completion of the work is specified and is an essential part of the contract. The beginning of the time for completion of the work will be based upon the date established in the "Notice to Proceed." Time for completion will be expressed in calendar days or by a specific date. This time for completion has taken into account the normal number of days expected for inclement weather. Time for completion of the work shall include time necessary for the contractor to complete "punch list" items determined in the final review prior to final payment. The contractor will not be entitled for any extension of time due to unsuitable weather conditions.

2. Extension of Time. The engineer may make allowance for time lost due to causes that, in his opinion, justifies an extension of time. If the contractor claims an extension of contract time on the grounds that he is unable to work due to causes beyond his control, written notice of intention to claim an extension of contract time on the above grounds shall be filed with the engineer at the time the cause or causes occur. The claim shall be filed in writing within 30 calendar days after the claimed cause for the delay has ceased to exist and shall include a statement of the reasons for the delay, proof to establish the claim, and a statement of the number of days the contractor was delayed.

shall notify the city engineer in writing at least 48 hours before resuming operations.

7. Termination. The city reserves the right to terminate the contract by giving at least five (5) days' prior written notice to the contractor, without prejudice to any other rights or remedies of the city should the contractor be adjudged a bankrupt, or if contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for contractor or for any of its property, or if contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the city or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event the contract is terminated pursuant to Paragraph G-7, then the city may take over the work and prosecute the same to completion, by contract or otherwise, and contractor and its sureties shall be liable to the city for any costs over the amount of the contract thereby occasioned by the city. In any such case the city may take possession of and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the city under any other provisions of the contract, city ordinances, and state and federal laws.

9. Cleanup. It is intended that cleanup shall follow closely after and at the same rate as construction. Contractor shall commence cleanup operations within fifteen (15) calendar days after beginning work on the project, unless otherwise directed by the city engineer. If, in the opinion of the city engineer, a hazardous, unsafe, or nuisance condition exists, the city engineer may order cleanup operations to commence immediately. At the completion of the work, the contractor shall clean any street right-of-way or other area occupied by him in connection with the work of all rubbish, excess materials, temporary structures, barricades, equipment or other such object. All parts of the work shall be left in a neat and presentable condition, ready for use. Payment for final cleaning up will be considered as included in the price bid for the various other items of work and no additional payment will be made.

10. Liquidated Damages for Failure or Delay in Completing Work on Time. The city engineer may, at his discretion, deduct an amount set out in the bid form for each and every calendar day contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the city does not terminate the right of contractor to proceed. The contractor agrees that such stipulated damages are a reasonable measure of the city's damages for delay and are not intended as a penalty, and contractor agrees to be stopped from asserting any argument of position to the contrary. The city engineer is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

11. Progress Schedule. At the preconstruction meeting the contractor shall submit to the engineer a progress schedule showing the proposed sequence of work, and how the contractor proposes to complete all of the pay items within the time specified. No work may begin without this schedule being approved.

I. MEASUREMENT AND PAYMENT

1. Basis for Payment. Contractor will be paid for items actually constructed at the unit price bid for each item listed in the schedule of the proposal or for such extra work as may be authorized and approved by the engineer. The cost of incidental work not listed in the schedule of the proposal but necessary for the completion of the project will be considered as included in the price bid for the various other items of work.

2. Extra Work. Extra work performed in accordance with the requirements and provisions of this Chapter will be paid for at the unit prices, lump sum or as per the force account procedure stipulated in the order authorizing the work.

3. Acceptance and Final Payment. Final payment will not be made to the contractor until the project is inspected and accepted by the city engineer and all requirements of the contract documents are found to have been carried out.

BID FORM

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with The City of Branson in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Specifications for the Bid Price and within the Period of Performance indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of the Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and any addenda, as acknowledged below.

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER is aware of the general nature of Work to be performed by Iron County and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(f) BIDDER has given DESIGN PROFESSIONAL written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any

group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Iron County.

(h) BIDDER will complete all work on the described project for the Iron County in accordance with the Contract Documents for the price(s) stated below.

The Bidder agrees to include the items listed in the Itemized Bid Sheet(s) attached to this Bid Form in the Base Bid.

Note 1 Bidder agrees and understands that by this submission that items required to construct and complete the project in accordance with the accompanying plans, but not shown on this proposal, shall be included in the bid price for other related items of construction so as to not cause an unbalanced bid.

Note 2 The undersigned submits the following Itemized Bid Sheet(s) and hereby authorizes the Iron County to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the Itemized Bid Sheet(s) into any Contract.

Note 3 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 4 In submitting this bid, it is understood that the right is reserved by the Iron County to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.

Note 5 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the Iron County or any of its boards or agencies, and that no salaried officer or employee of the Iron County has any financial interest, direct or indirect, in this Contract. The Iron County will award the bid to the lowest, responsive, responsible bidder.

Note 6 The City of Branson will award the bid to the lowest, responsive, responsible bidder. Priority of consideration will be based upon the bids received in the following priority of consideration:

1. Base Bid
2. Base Bid + (Alternate 1, Alternate 2… Alternate X)

Alternates will be awarded in cumulative numerical order presented. No alternate will be awarded out of order. The Owner reserves the right to award the bid based upon priorities scheduled above that fall within the financial constraints of the project.

Note 7 The scope of the work to be performed under the various unit price items of the contract

proposal (where linear or volumetric measurement of quantities is involved) and the method of measurement and basis of payment for quantities in connection with such items, together with the scope of various lump sum items of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Bid Form and the Job Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All costs, in connection with the work, and payment therefore, shall be included in and based on the unit and lump sum prices named in the Bid Form. No item of work that is required by the Contract documents for the proper and successful completion of the Contract shall be paid for outside of or in addition to the prices submitted in the Bid Form, as all work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the unit or lump sum prices named in the Bid Form.

Note 8 It is understood by the bidder that the quantities given in the following itemized bid form are not guaranteed by the owner and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid form, multiplied by the unit price bid shall constitute the gross sum bid.

CONTRACTOR INFORMATION

Contractor: Hunter Chase & Associates, Inc.

Address: 1200 E Woodhurst Drive J-200

Springfield, MO 65804

Phone: 417.882.8203

Fax: 417.882-7877

Email: tim@hunterchase.co
just ".co" on the end. Not ".com"

Total Base Bid: Proposal for Phase 3 of the City of Branson Historic Downtown Streetscape Improvements Project (to agree with the "ITEMIZED BID FORM")

$_____ (in numbers) 2,363,814

$_____ (in words) Two Million Three Hundred Sixty Three Thousand Eight Hundred Fourteen Dollars
(In case of discrepancy, the amount shown in words will govern)

Contractor acknowledges receipt of Addenda No(s): 1, 2 + 3

Signature: [signature]

Title: President

Date: 10.25.16

GREAT RIVER ENGINEERING

ADDENDUM No. 01

ISSUED BY: *Great River Engineering*
2826 S. Ingram Mill Rd.
Springfield, Missouri 65804
Phone: (417) 886-7171
Fax: (417) 886-7591

DATE: October 7, 2016

RE: **Historic Downtown Branson Phase 3 Streetscape Improvements**
GRE Project No. 3636

The attached revisions hereby supersede any and all data with which they may conflict as indicated on the Drawings, Specifications and related documents issued in the original set. Each trade is responsible for changes in its work caused by changes in the work of other trades. This addendum is a part of and shall be attached to the original set of plans and specifications for the work.

CHANGES TO THE CONTRACT DOCUMENTS

- **ADVERTISEMENT FOR BIDS:** The Pre-bid Meeting day, time and location has changed:

"A PRE-BID MEETING will be held on October 12th, 2016 at 2:00 p.m. The meeting will be held at the Pacific Street Water Tower Conference Room located at 616 Pacific Street in Branson Missouri. This meeting will address any questions from perspective bidders and provide a project overview. The pre-bid meeting is not mandatory."

The remaining items of the bid have not changed.

ALL BIDDERS ARE REQUESTED TO SIGN THE ACKNOWLEDGMENT BELOW AND INCLUDE WITH BIDS TO CONFIRM RECEIPT OF ADDENDUM NO. 1.

Signature
Acknowledged by Bidder

GREAT RIVER ENGINEERING

ADDENDUM No. 02

ISSUED BY: *Great River Engineering*
2826 S. Ingram Mill Rd.
Springfield, Missouri 65804
Phone: (417) 886-7171
Fax: (417) 886-7591

DATE: October 11, 2016

RE: **Historic Downtown Branson Phase 3 Streetscape Improvements**
GRE Project No. 3636

The attached revisions hereby supersede any and all data with which they may conflict as indicated on the Drawings, Specifications and related documents issued in the original set. Each trade is responsible for changes in its work caused by changes in the work of other trades. This addendum is a part of and shall be attached to the original set of plans and specifications for the work.

CHANGES TO THE CONTRACT DOCUMENTS

- **ITEMIZED BID FORM:** Attached Itemized Bid Form dated October 11, 2016 shall be used in place of original Itemized Bid Form issued with contract documents.
- **JOB SPECIAL PROVISIONS:**

CLAY PAVERS
DESCRIPTION
Change Item A. and Item B. to read:

A. Clay pavers set on Sand Setting Bed on Concrete Base.
B. Clay pavers with lugs for areas trafficked by pedestrians and light duty vehicles

Delete Section 2.0 and 3.0 and replace with:

2.0 Sand Setting Bed Materials
A. Type 5 Base Aggregate for Setting Bed: ASTM D 1073, No. 2 or No. 3
B. Concrete Base MoDOT Class B, with air.
C. Landscape Filter Fabric: Woven or non-woven non-biodegradable filter between the concrete base and the sand leveling bed.:
D. Sand Setting Bed : Fine, sharp, washed natural sand. Sand shall be common sand generally referred to as concrete sand and shall be free of organic materials

and any other contaminates that could potentially stain or otherwise damage the unit pavers.
E. Sand for Joints: Porous Polymeric Joint Sand conforming with ASTM C-144 with 100% passing a No.16 sieve.

INSTALL OWNER PROVIDED LIGHT POLE ASSEMBLIES – Delete all reference to Michaels' Lighting of Winona, Minnesota (as represented by TechLite) in Section 2.1 Materials Subsection 2.2 Manufacturer and replace with:

Lighting representative: Mercer-Zimmerman
3534 E. Sunshine, Suite C
Springfield, MO 65809
(417) 882-2642
Attn. Chad Fagg - cfagg@mzltg.com
(417) 8601800
Contact Chad Fagg to obtain information on installation requirements

Wood Pole Manufacturer representative: Structura
19922 W. 162nd Street
Olathe, KS 66062
913-390-8787
Attn. Derek Seitz - dseitz@structura.com
(913) 390-8787
Contact Derek Seitz to obtain information on installation requirements

INSTALL OWNER PROVIDED STREET NAME SIGN ASSEMBLIES – Delete all reference to Michaels' Lighting of Winona, Minnesota (as represented by TechLite) in Section 1.0 Materials Manufacturer and replace with:
City of Branson

CHANGES TO THE CONSTRUCTION PLANS

- **Sheet ADD-01 – ADD-06:** Alley South – Overall site plan, plan and profile, construction jointing plan, construction details, and intersection details
- **Sheets ADD-07 – ADD-09:** Three sheets were added for the Overhead Parking sign
- **Cover Sheet:** Sheet index was changed to reflect additional sheets added by Addendum #02
- **Sheet EC-01:** Added erosion control at Alley South and Sycamore Street
- **Sheet DM-04:** Revised to include the removal of the existing parking sign pedestal
- **Sheet DM-05:** Added north arrow; Added pavement removal of Alley South
- **Sheet RS-06:** North arrow orientation was corrected
- **Sheet RS-07:** North arrow orientation was corrected

GREAT RIVER ENGINEERING

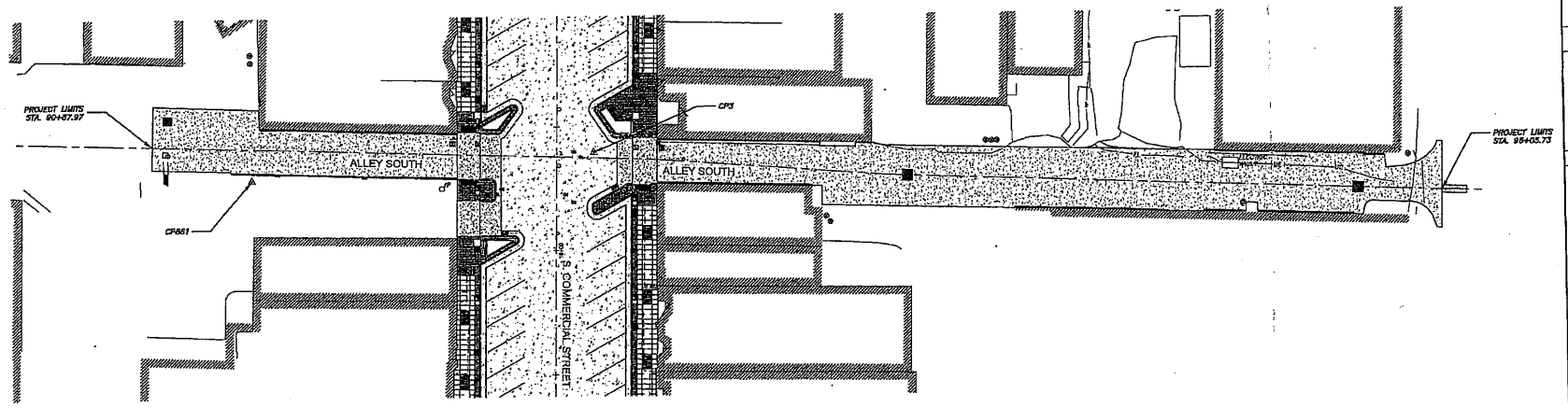
- **Sheet RS-08:** North arrow orientation was corrected, Planter 17 increased in size, Planter 19, a dimension was corrected
- **Sheet RS-09 – RS-12:** Revised construction jointing plans (all sheets)
- **Sheet RS-13:** Remove note for Polymeric Sand Setting Bed and replace with Sand Setting Bed, Pavement Layout Note #2 changed to Polymeric Sand swept joint, Note added above Paver callouts to reference paver material supplier, "Endicott Clay Products Co. in Endicott, Nebraska", Paver callout A-1 changed Square Edge to Relieved Edge and Lugged, Paver callout A-3 changed Square Edge to Relieved Edge and Lugged.
- **Sheet RS-15:** Remove note for Polymeric Sand Setting Bed and replace with Sand Setting Bed, Note added above Paver callouts to reference paver material supplier, "Endicott Clay Products Co. in Endicott, Nebraska", Paver callout A-1 changed Square Edge to Relieved Edge and Lugged, Paver callout A-3 changed Square Edge to Relieved Edge and Lugged and spelling error corrected.
- **Sheet GR-07:** Adjust bumpout and elevations
- **Sheet ST-04:** Adjusted finished grade and inlet tops for Alley South. Added existing sanitary sewer pipe to profile.
- **Sheet LS-02:** Sheet number was corrected in Legend
- **Sheet LS-03:** Sheet number was corrected in Legend
- **Sheet LS-04:** Sheet number was corrected in Legend, Planter #17 was increased in size
- **Sheet LS-05:** Plant Schedule quantities were updated

All bidders are requested to sign the Acknowledgment below and include with bids to confirm receipt of Addendum No. 2.

Signature
Acknowledged by Bidder

END OF ADDENDUM No. 02

417.886.7171 2826 South Ingram Mill Springfield, MO 65804
816.436.4440 1100 Main St. Suite 2890 Kansas City, MO 64105
www.greatriv.com



LEGEND

- STREET LIGHT POLE & FIXTURE
- PED. POLE CONCRETE BASE
- CONTROL PANEL
- FESTIVAL BOX
- JUNCTION BOX
- JUNCTION BOX (HANDHOLE)
- PEDESTRIAN LIGHT POLE & FIXTURE W/ UTILITY BOX
- PULL BOX
- POWER CONTROL PANEL
- WATER VALVE (PLAN VIEW)
- FIRE HYDRANT
- SIGN
- BENCH
- CHAIR
- TRASH RECEPTACLE
- RECYCLING RECEPTACLE
- BIKE RACK
- BOLLARD

BENCHMARK DATA

TA-23 – STANDARD DNR ALUMINUM DISK, LOCATED AT THE INTERSECTION OF BUSINESS 65 & ADAMS STREET ON THE EAST SIDE OF BUSINESS 65 IN FRONT OF THE OZARK MOUNTAIN BANK.

ELEVATION = 750.20'

BM1 – BONNET BOLT ON TOP OF FIRE HYDRANT IN FRONT OF FUNERAL HOME. LOCATED AT THE SOUTHEAST CORNER OF COMMERCIAL & COLLEGE. ARROW ON TOP OF FIRE HYDRANT POINTS TO BONNET BOLT.

ELEVATION = 758.33'

BM2 – SQUARE CUT ON BACK OF CURB ON THE NORTH SIDE OF PEOPLES BANK, LOCATED ON THE CURB JUST NORTH OF THE DRIVE FOR THE BANK DRIVE-THRU.

ELEVATION = 745.31'

(VERTICAL DATUM : NAVD88)

CONTROL POINT DATA

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	295059.6404	1430084.5872	762.04	CP 1 BOD
2	295573.5818	1430047.2458	756.81	CP 2 BOD
3	295789.6984	1430080.0835	755.07	CP 3 MAG
5	295812.0072	1430030.3533	757.59	CP 5 MAG
6	296250.8342	1430068.5986	748.12	CP 6 MAG
7	296284.2800	1430272.1521	726.35	CP 7 MAG
861	295759.3540	1429943.0178	756.40	CP MAG OTHERS
1523	296100.9121	1430279.0217	731.84	CP 1523 MAG
1838	296311.7327	1430056.0317	749.03	CP 1838 CMT
2103	296266.1234	1429910.0819	748.67	CP 2103 CMT
2268	296106.4618	1430059.2559	753.01	CP 2268 MAG
2674	295918.6004	1430067.6410	755.68	CP 2674 CMT
2692	295853.6046	1430213.6387	744.40	CP 2692

N

20' 0' 20'

SCALE: 1 INCH = 20 FEET

No.	Revision/Issue	Date
1	ADDED SHEET FOR ALLEY (SOUTH)	10/10/18

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-00175
PROFESSIONAL LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO# LA-00175

GRE GREAT RIVER ENGINEERING
2235 S. NORTH HILL STREET, NIXA, MO 65804
PHONE (417) 966-2170 FAX: (417) 966-2179
Missouri Corporation of Authority Number:
Engineering: 2004-0026; Land Surveying: 2004-0175; Landscape Architecture: 2007E-0013

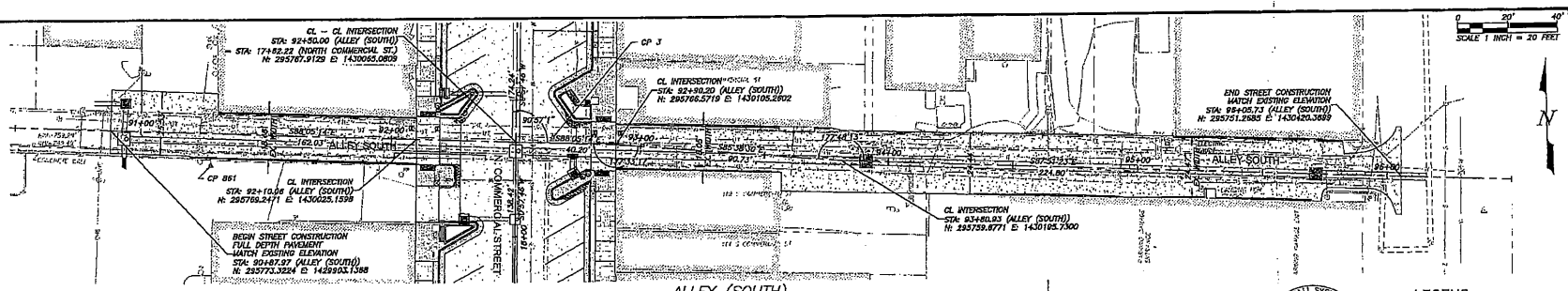
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

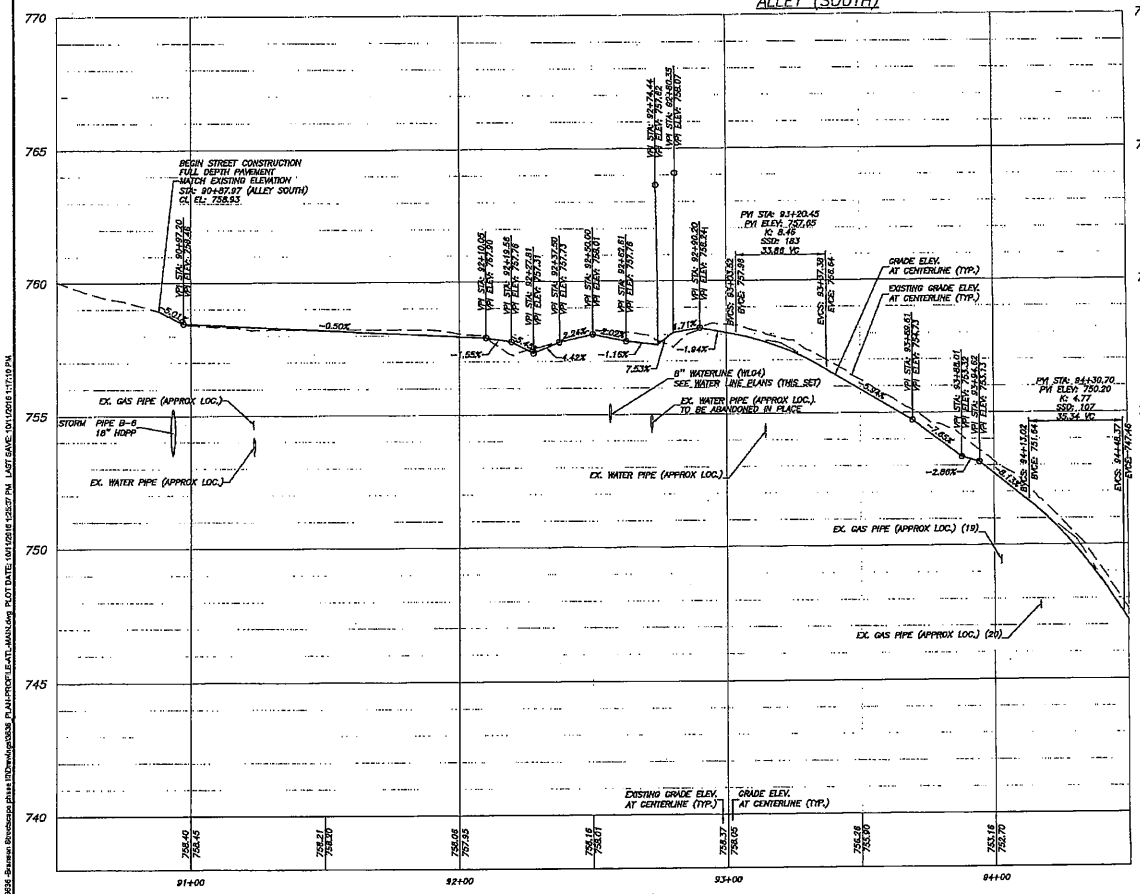
OVERALL SITE PLAN
ALLEY (SOUTH)

DATE: SEPT. 26, 2016
JOB NUMBER: 3338
SHEET — OF 84

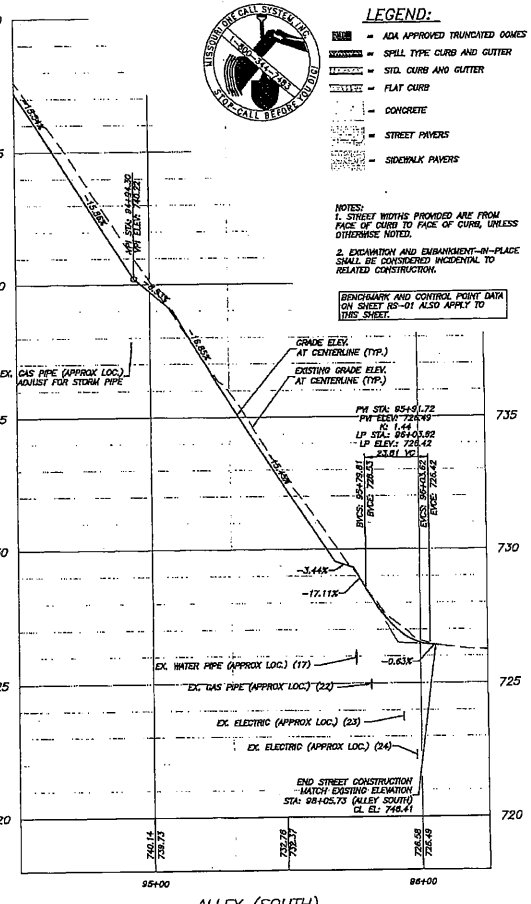
SHEET
ADD-01

G:\Projects\3338 Branson Streetscape phase III\Drawings\3338 OVERALL SITE PLAN.dwg PLOT DATE: 10/11/2018 1:23:31 PM LAST SAVE: 10/11/2018 1:18:22 PM





ALLEY (SOUTH)
SCALE: 1"=20' HORZ.
1"=2' VERT.



ALLEY (SOUTH)
SCALE: 1"=20' HORZ.
1"=2' VERT.

LEGEND:

- ADA APPROVED TRUNCATED DOMES
- SPILL TYPE CURB AND GUTTER
- STD. CURB AND GUTTER
- FLAT CURB
- CONCRETE
- STREET PAVERS
- SIDEWALK PAVERS

NOTES:
1. STREET WIDTHS PROVIDED ARE FROM FACE OF CURB TO FACE OF CURB, UNLESS OTHERWISE NOTED.
2. EXCAVATION AND EMBANKMENT-IN-PLACE SHALL BE CONSIDERED INCIDENTAL TO RELATED CONSTRUCTION.

BENCHMARK AND CONTROL POINT DATA ON SHEET IG-01 ALSO APPLY TO THIS SHEET.

MISSOURI ONE CALL SYSTEM, INC. 800-344-7483 STOP-CALL BEFORE YOU DIG!

No.	Date	Revision
A	10/10/16	ADDED SHEET FOR ALLEY (SOUTH) PLAN AND PROFILE

STATE OF MISSOURI DAVID A. LUNDEBERGH NUMBER PE-2006000417 PROFESSIONAL ENGINEER
10-11-16
DAVID A. LUNDEBERGH - EVERMBER
MOP PE-2006000417

GRE GREAT RIVER ENGINEERING
Engineering Services, Land Surveying, Construction Services

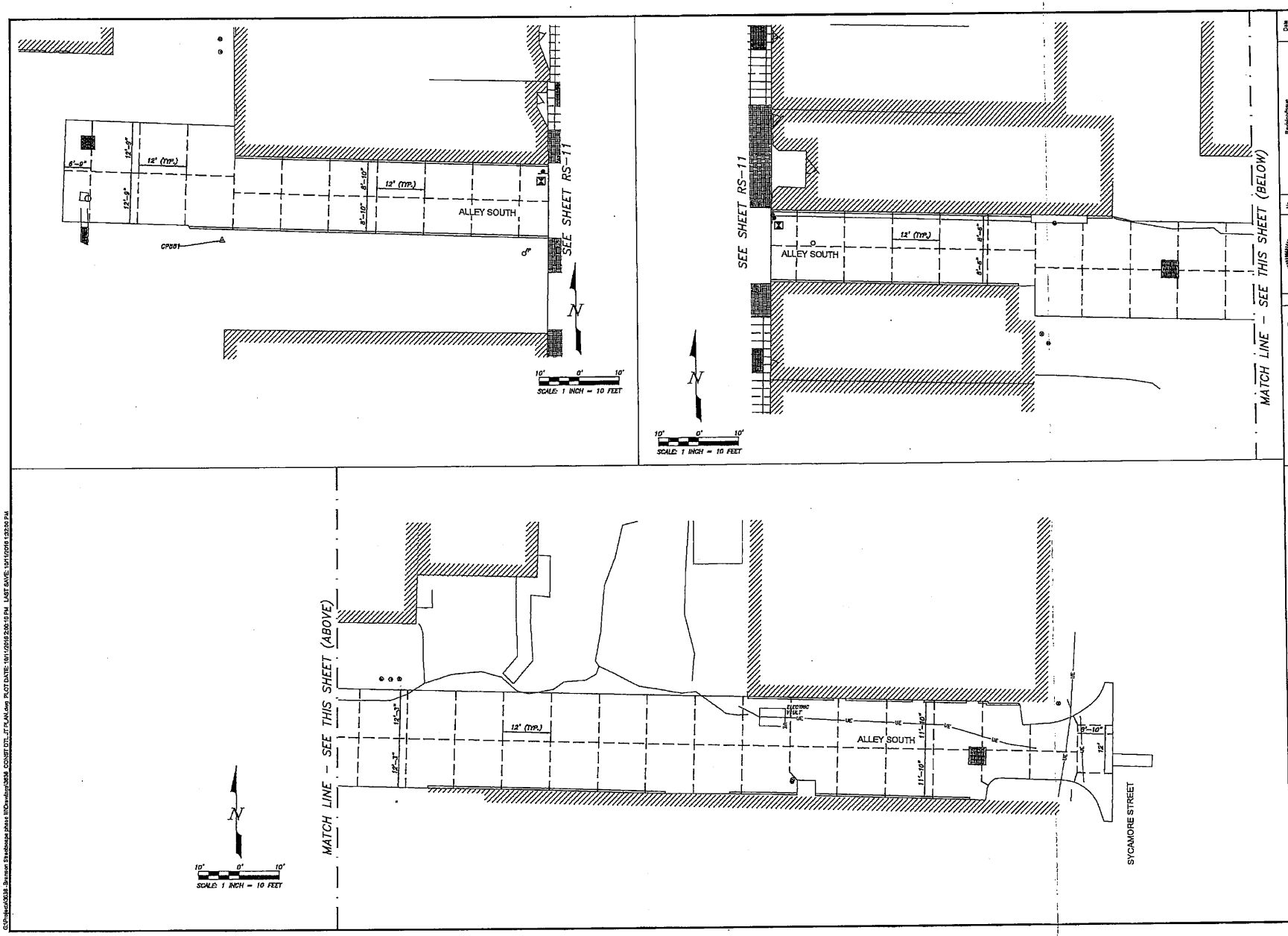
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

PLAN & PROFILE
ALLEY (SOUTH)

DATE: SEPT. 26, 2016
JOB NUMBER: 3930
SHEET — OF 84

SHEET
ADD-02

G:\Projects\3930 - Branson Streetscape phase 3\Drawings\3930_PLAN-PROFILE-ALLEY-MAIN.dwg PLOT DATE: 10/11/2016 1:25:27 PM LAST SAVE: 10/11/2016 1:17:10 PM



No.	Revision/Issue	Date
7	ADDED SHEET FOR ALLEY (SOUTH) JOINT PLAN	10/10/18

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO# LA-000175

GRE
GREAT RIVER ENGINEERING
2255 S. NOVAK MILL STREET, SUITE 100
PHONE: (417) 886-7171 FAX: (417) 886-7281
www.greatriverengineering.com

Missouri State Certificate of Authority Engineering
Engineering Corporation, Land Surveying 2000-0176, Landscape Architecture 2007-0365

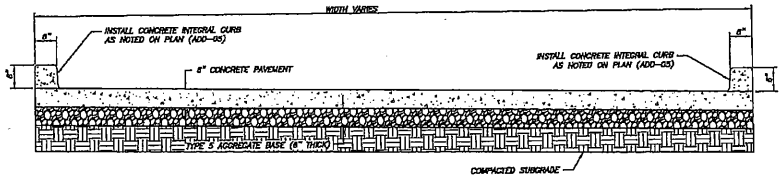
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN
ALLEY (SOUTH)

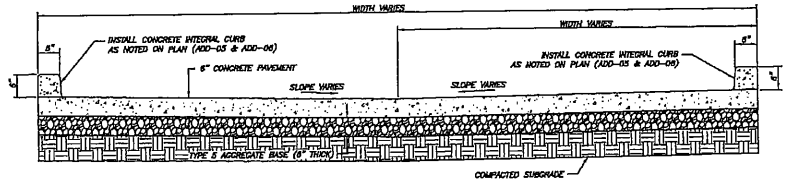
DATE: SEPT. 26, 2018
JOB NUMBER: 3638
SHEET — OF 84

SHEET
ADD-03

G:\Projects\3638 - Branson Streetscape phase III\Drawings\3638 CONST DTL JT PLAN.dwg PLOT DATE: 10/11/2018 2:00:10 PM LAST SAVE: 10/11/2018 1:32:00 PM



TYPICAL ROADWAY SECTION
ALLEY (SOUTH) – WEST SIDE OF COMMERCIAL



TYPICAL ROADWAY SECTION
ALLEY (SOUTH) – EAST SIDE OF COMMERCIAL

No.	Revision	Date
A	ADDED SHEET FOR ALLEY (SOUTH)	10/10/18
A		
A		
A		
A		

JERAWN L. JACKSON
MO# LA-000175

GRE GREAT RIVER ENGINEERING
7535 E. HYDE PARK, SUITE 100, JOPLIN, MO 64804
PHONE: (417) 781-1202 FAX: (417) 781-1291
www.greatriver.com

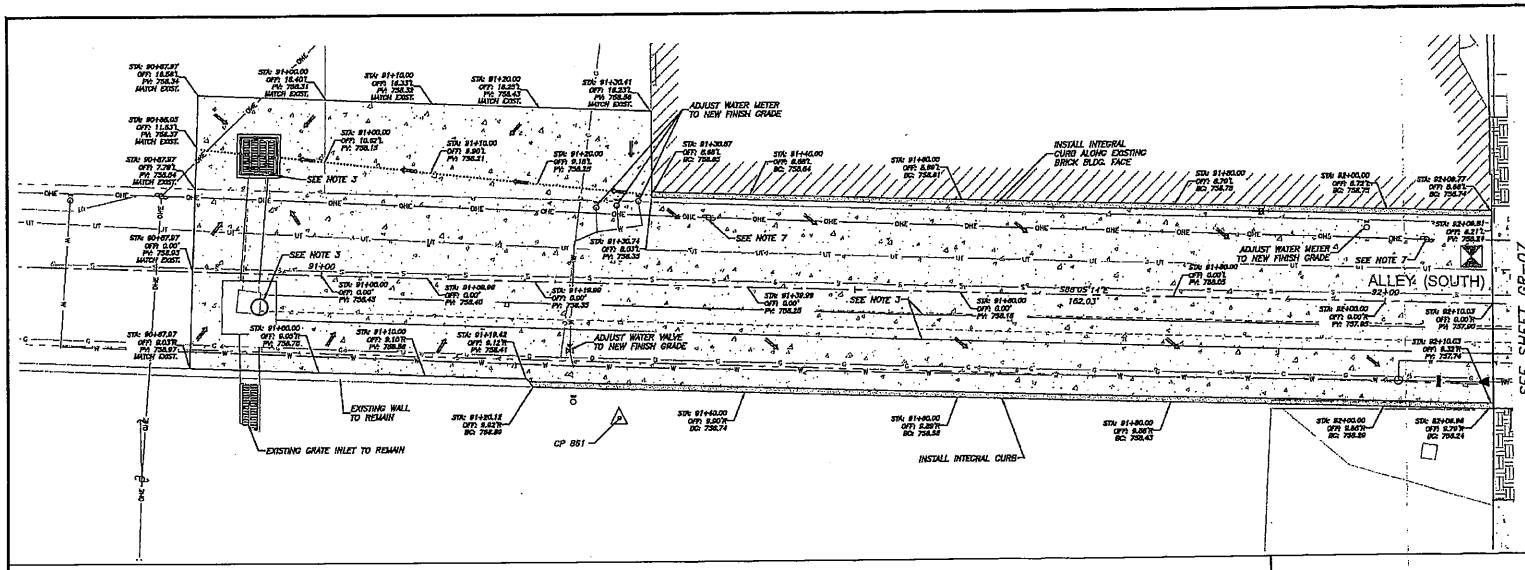
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

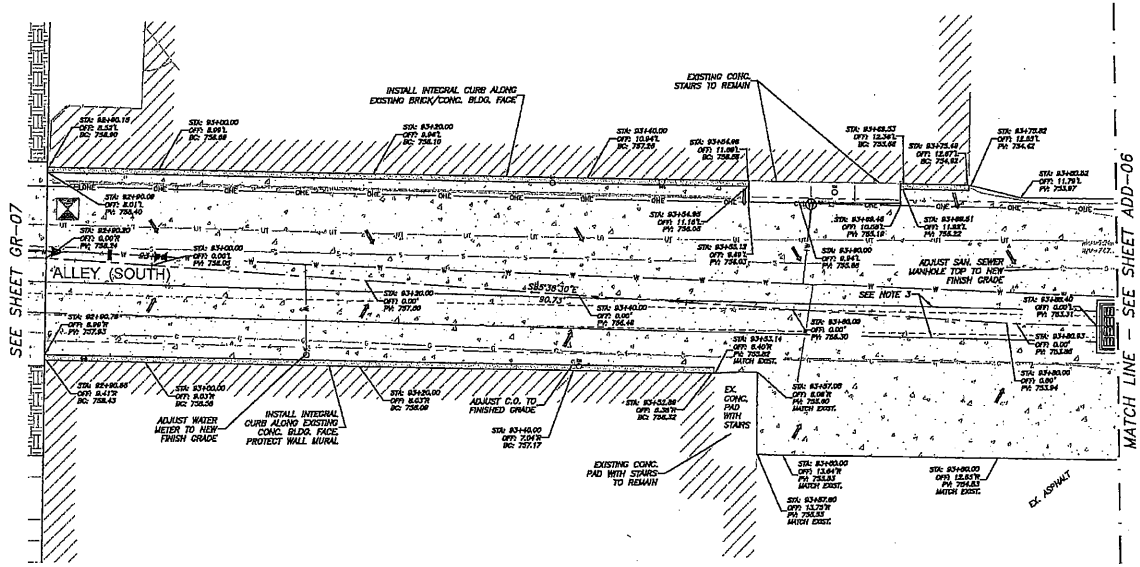
CONSTRUCTION DETAILS

DATE: SEPT. 28, 2018
JOB NUMBER: 3838
SHEET — OF 94

SHEET
ADD-04

O:\Projects\3838-Branson Streetscape phase III\Drawings\3838_CONSTRUCTION DETAILS.dwg PLOT DATE: 10/11/2018 1:26:49 PM LAST SAVE: 10/11/2018 1:06:59 PM





LEGEND:

R	=	ADA ACCESSIBLE RAMP
L	=	ADA ACCESSIBLE LANDING
FG:	=	FINISHED GRADE
BG:	=	BACK/TOP OF CURB ELEVATION
PV:	=	PAVEMENT ELEVATION
GU:	=	GUTTER ELEVATION
SW:	=	SIDEWALK ELEVATION
SW/P:	=	SIDEWALK AT PLANTER ELEVATION
H.P.	=	HIGH POINT
⟶	=	DRAINAGE FLOW DIRECTION ARROW
	=	SPILL TYPE CURB AND GUTTER

NOTES:

1. MATCH EXISTING SIDEWALK AT AN EXISTING SIDEWALK JOINT (WHERE POSSIBLE) BEGIN TRANSITION TO CROSS SLOPE NOT TO EXCEED 2.0% AND RUNNING SLOPE NOT TO EXCEED 5.0% (TYP.)
2. TRANSITION FROM CATCH CURB/GUTTER TO SPILL TYPE CURB/GUTTER
3. SEE STORMWATER DRAINAGE SHEETS IN THIS SET.
4. MATCH EXISTING ONLY WHERE NOTED WITH "MATCH EXIST." RAISE AND LOWER SIDEWALK AT BUILDING AND WALL FACES AS NOTED. NOTIFY IF A VOID IS PRESENT WHEN LOWERING SIDEWALK.
5. CURB HEIGHT TRANSITION.
6. SEE STREET LIGHTING SHEETS IN THIS SET.
7. EXISTING POLES, OVERHEAD ELECTRIC LINES AND GUY WIRES TO REMAIN, COORDINATE WITH UTILITY COMPANY.

BENCHMARK AND CONTROL POINT DATA ON SHEET GR-01 ALSO APPLY TO THIS SHEET.

INTERSECTION DETAILS

No.	Issue	Date
1	ADDED SHEET FOR ALLEY (SOUTH)	10/14/16

STATE OF MISSOURI DAVID A. LUNDSTROM NUMBER PE-2004001017 NATIONAL ENGINEER
10-11-16
DAVID A. LUNDSTROM - EN GINEER
MO# PE-2004001017

GRE GREAT RIVER ENGINEERING LLC
203 E. Main St., Lebanon, MO 65536
Phone: (417) 588-7111 FAX: (417) 588-7291
Engineering Services Land Surveying Geotechnical Construction Observation

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

INTERSECTION DETAILS
ALLEY (SOUTH)

DATE: SEPT. 28, 2016
JOB NUMBER: 3636
SHEET — OF 84

SHEET
ADD-05

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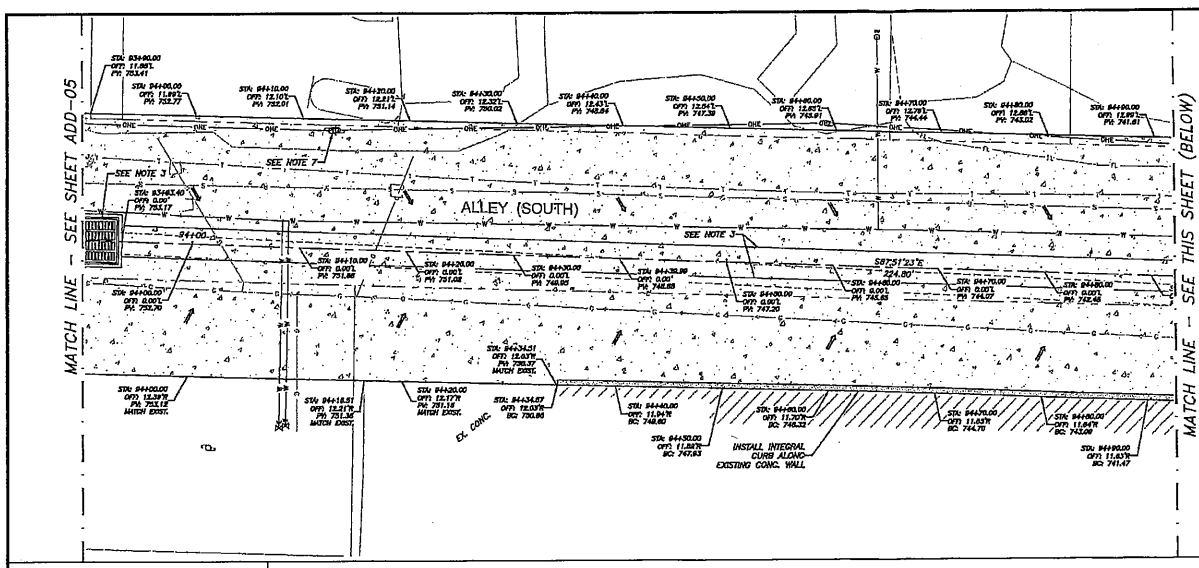
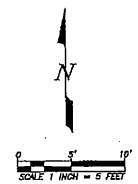




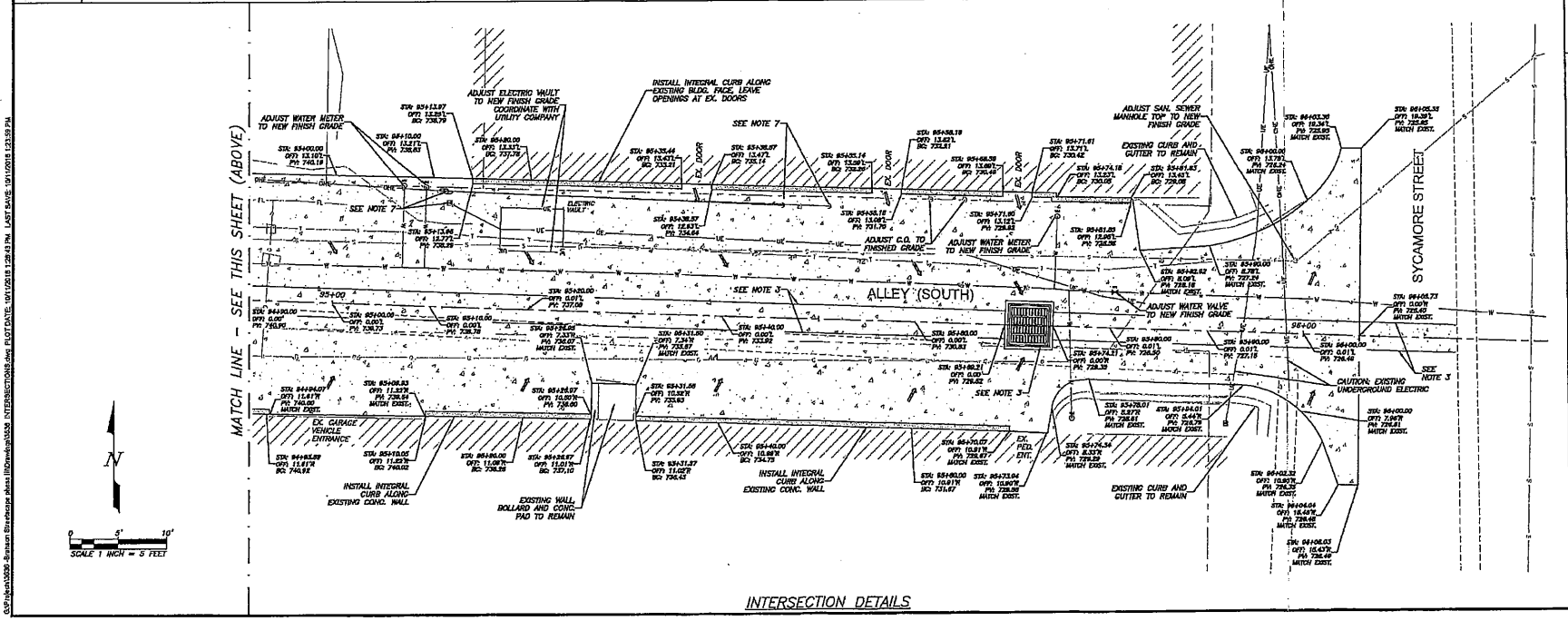
LEGEND:

R	=	ADA ACCESSIBLE RAMP
L	=	ADA ACCESSIBLE LANDING
FG:	=	FINISHED GRADE
BC:	=	BACK/TOP OF CURB ELEVATION
PV:	=	PAVEMENT ELEVATION
GU:	=	GUTTER ELEVATION
SW:	=	SIDEWALK ELEVATION
SW/P:	=	SIDEWALK AT PLANTER ELEVATION
H.P.	=	HIGH POINT
⟹	=	DRAINAGE FLOW DIRECTION ARROW
	=	SPILL TYPE CURB AND GUTTER

NOTES:

1. MATCH EXISTING SIDEWALK AT AN EXISTING SIDEWALK JOINT (WHERE POSSIBLE) BEGIN TRANSITION TO CROSS SLOPE NOT TO EXCEED 2.0% AND RUNNING SLOPE NOT TO EXCEED 5.0% (TYP.)
2. TRANSITION FROM CATCH CURB/GUTTER TO SPILL TYPE CURB/GUTTER
3. SEE STORMWATER DRAINAGE SHEETS IN THIS SET.
4. MATCH EXISTING ONLY WHERE NOTED WITH "MATCH EXIST." RAISE AND LOWER SIDEWALK AT BUILDING AND WALL FACES AS NOTED. NOTIFY IF A VOID IS PRESENT WHEN LOWERING SIDEWALK
5. CURB HEIGHT TRANSITION.
6. SEE STREET LIGHTING SHEETS IN THIS SET.
7. EXISTING POLES, OVERHEAD ELECTRIC LINES AND GUY WIRES TO REMAIN, COORDINATE WITH UTILITY COMPANY.

BENCHMARK AND CONTROL POINT DATA ON SHEET GR-01 ALSO APPLY TO THIS SHEET.



INTERSECTION DETAILS

No.	Revisions	Date
A	ADDED SHEET FOR ALLEY (SOUTH)	10/1/2018

STATE OF MISSOURI DAVID A. LUDSTROM NUMBER PE-2004001802 PROFESSIONAL ENGINEER

DAVID A. LUDSTROM - ENGINEER
MO# PE-2004001802

GRE GREAT RIVER ENGINEERING LLC
235 S. MAIN, BRANSON, MO 65616
PHONE: (417) 334-7231 FAX: (417) 334-7231
www.greengineering.com

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

INTERSECTION DETAILS
ALLEY (SOUTH)

DATE: SEPT. 28, 2018
JOB NUMBER: 3636
SHEET — OF 84

SHEET
ADD-06

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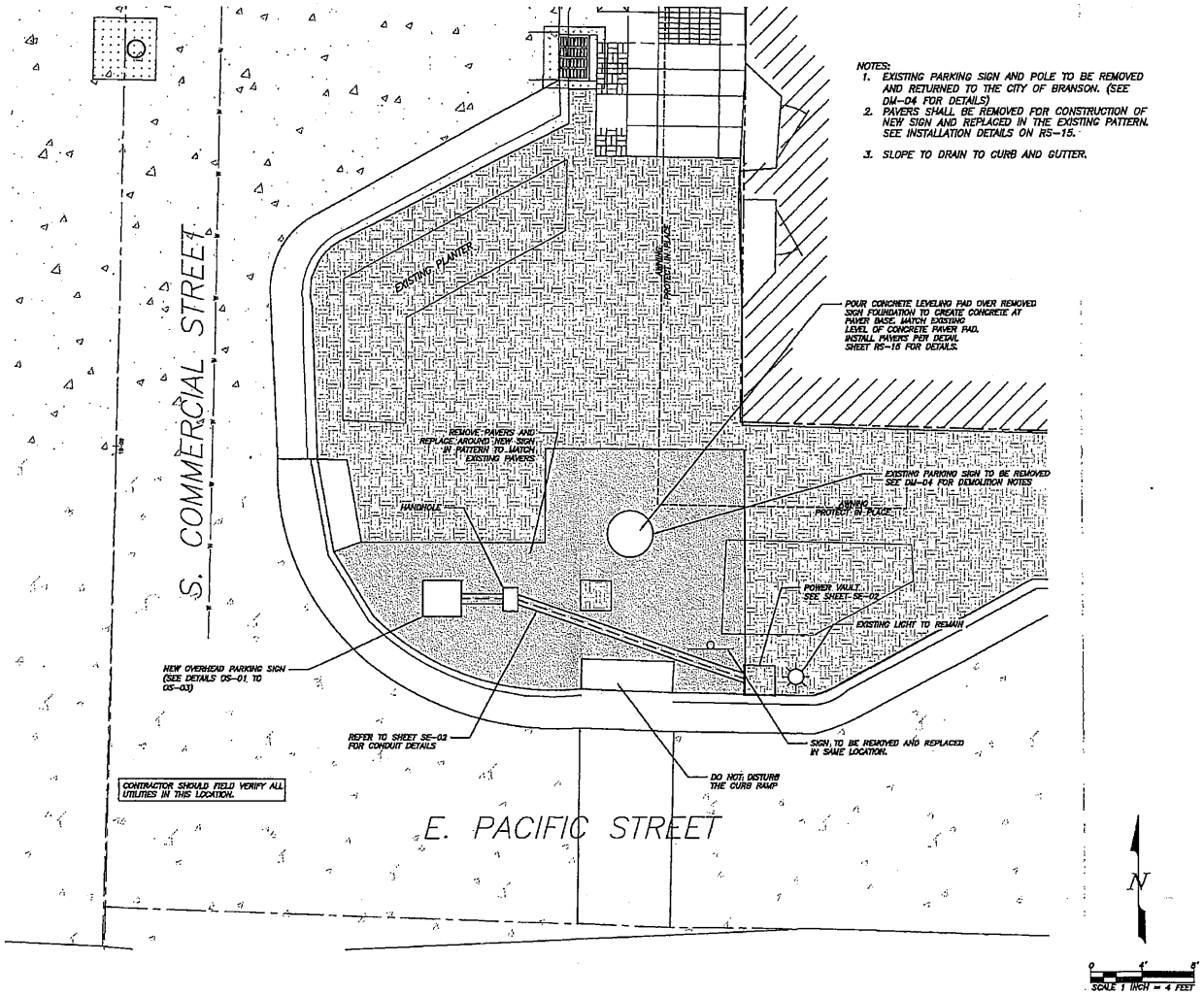


NOTES:

1. EXISTING PARKING SIGN AND POLE TO BE REMOVED AND RETURNED TO THE CITY OF BRANSON. (SEE DM-04 FOR DETAILS)
2. PAVERS SHALL BE REMOVED FOR CONSTRUCTION OF NEW SIGN AND REPLACED IN THE EXISTING PATTERN. SEE INSTALLATION DETAILS ON RS-15.
3. SLOPE TO DRAIN TO CURB AND GUTTER.

No.	Revision/Issue	Date
1	ADDENDUM #2	10/10/18
2		
3		
4		
5		
6		

STATE OF MISSOURI
JENNY L. JACKSON
NUMBER LA-000125
LANDSCAPE ARCHITECT

JENNY L. JACKSON
MO# LA-000125

GRE
GRANT RIVER ENGINEERING
2226 S. PIONA HILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7771 FAX: (417) 886-7881
Missouri State Certificate of Authority Number:
Engineering and Land Surveying MO# 2001E, Land Surveying MO# 2001-F, Landscape Architecture MO# 2001C

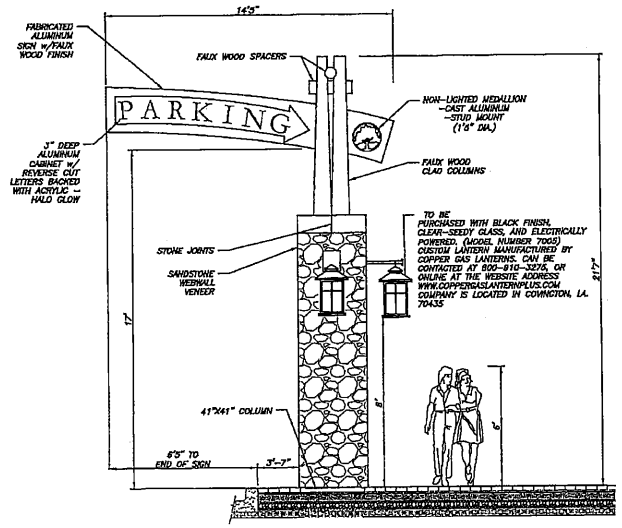
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

OVERHEAD SIGNAGE
PLAN

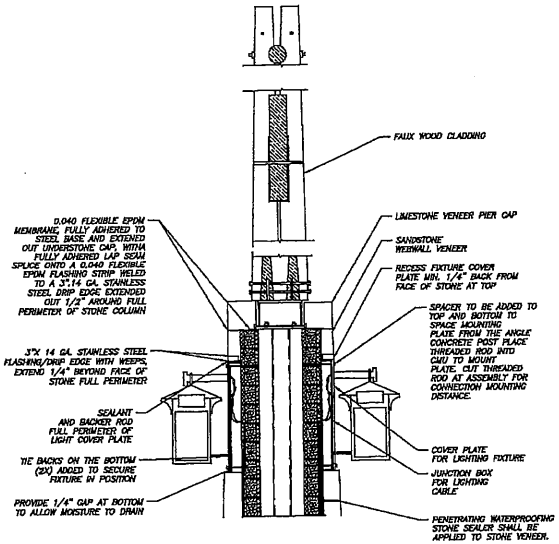
DATE: SEPT. 26, 2018
JOB NUMBER: 3636
SHEET — OF 84

SHEET
ADD-07

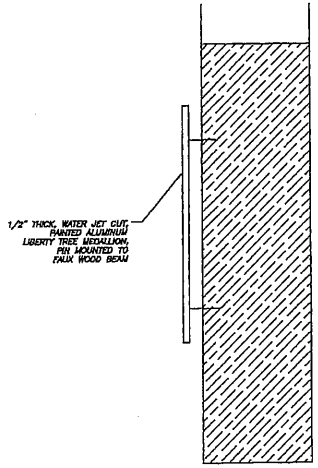
G:\Projects\3636-Branson Streetscape Phase III\Drawings\OVERHEAD SIGN PLAN.dwg PLOT DATE: 10/11/2018 1:33:37 PM LAST SAVE: 10/11/2018 11:02:59 AM



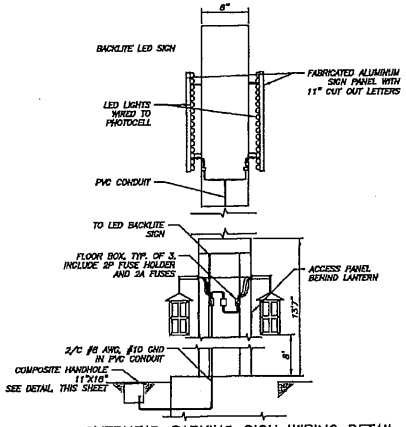
OVERHEAD PARKING SIGN
3/8"=1'-0"



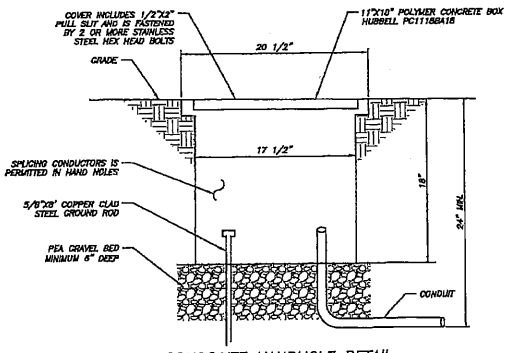
DETAIL – SECTION CUT THRU COLUMN
NOT TO SCALE



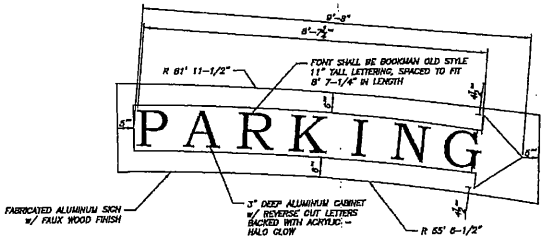
MEDALLION ON ALUMINUM CABINET
NOT TO SCALE



OVERHEAD PARKING SIGN WIRING DETAIL
NOT TO SCALE



COMPOSITE HANDHOLE DETAIL
NOT TO SCALE



SIGN LETTERING DETAIL
3/4" = 1'

No.	Description	Date
1	ADDENDUM #2	10/10/18
2		
3		
4		
5		

STATE OF MISSOURI
JEREMY L. JACKSON
NUMBER
LS-000175
LANDSCAPE ARCHITECT

JEREMY L. JACKSON
MOB LA-000175

GRE GREAT RIVER ENGINEERING
2936 S. Sangamon Street, Chicago, IL 60608
PHONE (312) 666-2111 FAX (312) 666-7291
www.greatriverengineering.com

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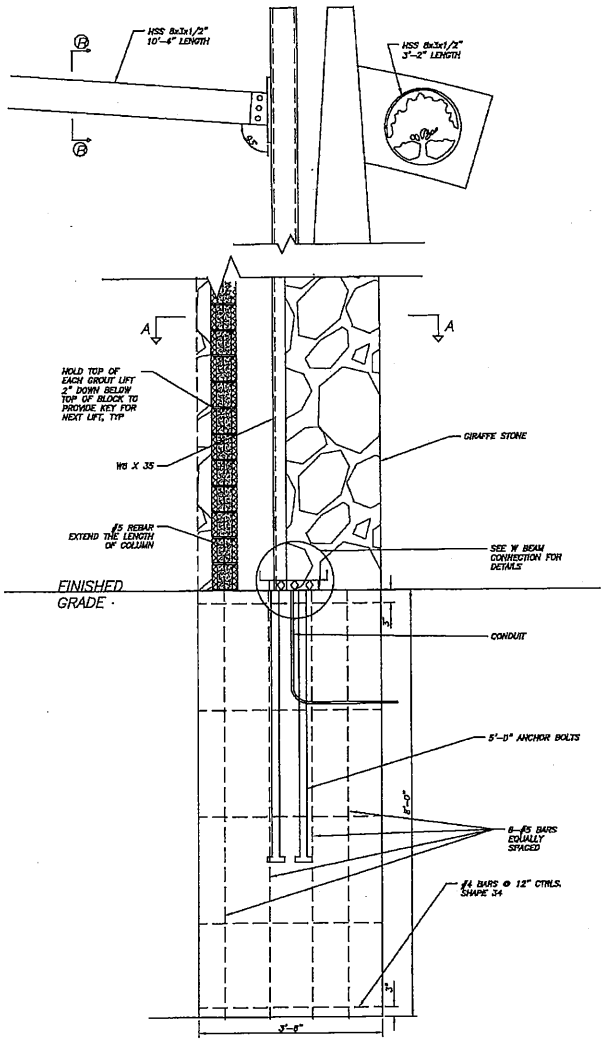
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

OVERHEAD SIGNAGE
DETAILS

DATE: SEPT. 28, 2018
JOB NUMBER: 3630
SHEET — OF 84

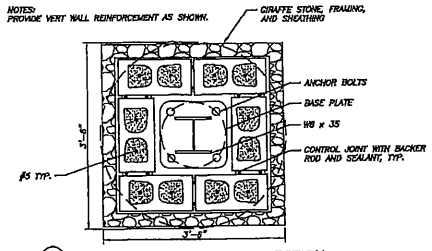
SHEET
ADD-08

G:\Projects\3630 Branson Streetscape phase III\Drawings\3630 STREET FURNITURE & SIGNAGE.dwg PLOT DATE: 10/12/2018 1:49:35 PM LAST SAVE: 10/11/2018 11:42:44 AM

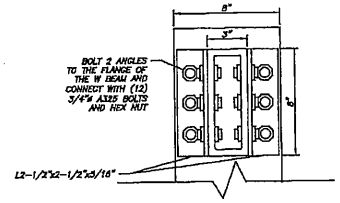


SINGLE ARM CANTILEVER FOOTING
NOT TO SCALE

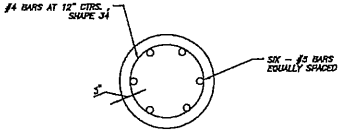
NOTES:
PROVIDE VERT WALL REINFORCEMENT AS SHOWN.



(A) STONE COLUMN CROSS SECTION



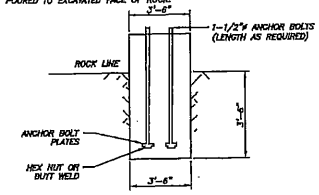
(B) CANTILEVER CONNECTION



PLAN

SINGLE ARM CANTILEVER FOOTING
NOT TO SCALE

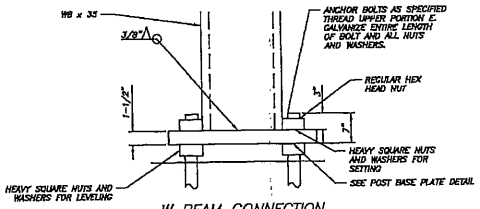
NOTE:
REINFORCEMENT PLACED SAME AS STANDARD FOOTING. CONCRETE TO BE POURED TO EXCAVATED FACE OF ROCK.



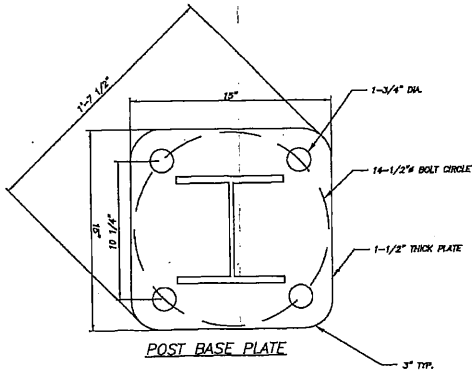
MODIFIED FOOTING IN SOLID ROCK
NOT TO SCALE

STRUCTURAL STEEL NOTES:
1. STRUCTURAL STEEL SHALL MEET THE FOLLOWING MINIMUM YIELD STRENGTHS.
   a. W-SHAPES, ASTM A992 GRADE 50
   b. ANGLES AND PLATES ASTM A36
   c. HSS ASTM A500 GRADE B
2. FOR BOLTED CONNECTIONS OF BEAMS AND COLUMNS USE A325 OR A490 BOLTS, SIZE AS REQUIRED. ALL BOLTS FOR SLIP CRITICAL CONNECTIONS SHALL BE LOAD INDICATOR BOLTS OR SHALL BE EQUIPPED WITH LOAD INDICATOR WASHERS WHICH PROVIDE EASY MEANS OF VISUALIZING PROPER BOLT TENSION.
3. PERFORM ALL WELDING WITH E70 XX ELECTRODES, UNO. WELDING OF STRUCTURAL MEMBERS SHALL BE PERFORMED BY CERTIFIED WELDERS AND WELDING SHALL BE IN ACCORDANCE WITH "STRUCTURAL WELDING CODES" OF THE AWS.
4. ALL EXPOSED STEEL SHALL BE GALVANIZED.
5. STRUCTURAL STEEL SHALL BE SHIPPED WITH STANDARD SHOP PRIMER.
6. ALL EXPOSED WELDS SHALL BE GROUND SMOOTH AND PAINTED.

MASONRY NOTES:
1. GROUT SOLID ALL CMU CELLS WITH REINFORCING.
2. CMU SHALL MEET ASTM SPECIFICATION C90, TYPE II. THE SPECIFIED DESIGN COMPRESSIVE STRENGTH OF CONCRETE MASONRY (f'm) SHALL BE 1500 PSI.
3. MORTAR SHALL MEET THE PROPERTY SPECIFICATIONS OF ASTM C270 TYPE "S" MORTAR. MASONRY CEMENT SHALL NOT BE USED FOR MORTAR.
4. GROUT SHALL MEET ASTM SPECIFICATION C476 AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2000 PSI.
5. GROUT SHALL BE MECHANICALLY CONSOLIDATED USING A VIBRATOR WITH A MINIMUM 3/4" DIAMETER HEAD.
6. CMU SHALL BE LIGHT WEIGHT OR NORMAL WEIGHT AND SHALL BE FULLY GROUTED.



W BEAM CONNECTION



POST BASE PLATE

No.	Revisions	Date
A	ADDENDUM #3	10/10/16

STATE OF MISSOURI
SPENCER N. JONES
NUMBER E-28676
PROFESSIONAL ENGINEER

SPENCER N. JONES - ENGINEER
MO# PE-28676

GRE GREAT RIVER ENGINEERING
1235 S. SCENIC MILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7171 FAX: (417) 886-7306
Engineering Firm Certificate of Authority Number: 2007001270

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

OVERHEAD SIGNAGE STRUCTURAL DETAILS

DATE: SEPT. 28, 2016
JOB NUMBER: 3636
SHEET — OF 84

SHEET
ADD-09

Q:\Projects\3636-Branson Streescape phase III\Overhead\3636_STREET_FURNITURE_&_SIGNAGE.dwg PLOT DATE: 10/11/2016 2:43:41 PM LAST SAVE: 10/11/2016 1:15:21 PM

CITY OF BRANSON

TANEY COUNTY, MISSOURI

HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS

PHASE 3

SECTION 33, TWP 23, R 21

SECTION 34, TWP 22, R 21

BENCHMARK DATA

TA-25 – STANDARD DNR ALUMINUM DISK, LOCATED AT THE INTERSECTION OF BUSINESS 65 & ADAMS STREET ON THE EAST SIDE OF BUSINESS 65 IN FRONT OF THE OZARK MOUNTAIN BANK.

ELEVATION = 750.20'

BM1 – BONNET BOLT ON TOP OF FIRE HYDRANT IN FRONT OF FUNERAL HOME. LOCATED AT THE SOUTHEAST CORNER OF COMMERCIAL & COLLEGE. ARROW ON TOP OF FIRE HYDRANT POINTS TO BONNET BOLT.

ELEVATION = 758.33'

BM2 – SQUARE CUT ON BACK OF CURB ON THE NORTH SIDE OF BECKNS BANK, LOCATED ON THE CURB JUST NORTH OF THE DRIVE FOR THE BANK DRIVE-THRU.

ELEVATION = 745.31'

(VERTICAL DATUM : NAVD88)

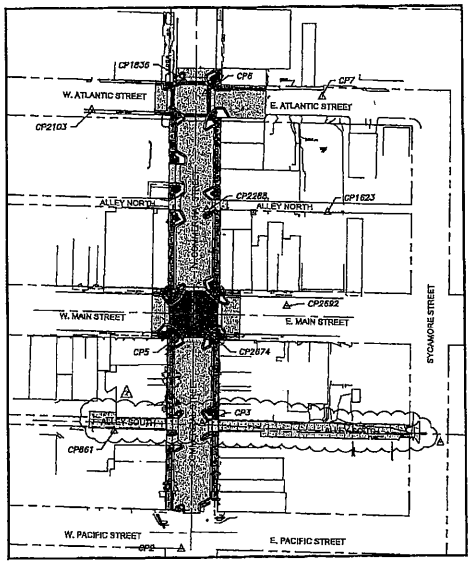
CONTROL POINT DATA

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	293039.5404	1430084.2572	762.04	CP 1 60D
2	293573.0618	1430047.2458	756.61	CP 2 60D
3	293782.6984	1430080.0835	758.07	CP 3 MAG
5	293912.0072	1430050.3533	757.59	CP 5 MAG
6	293290.5342	1430088.5988	746.12	CP 6 MAG
7	293284.2800	1430272.1521	725.35	CP 7 MAG
581	293758.3540	1429943.0178	758.40	CP MAG OTHERS
1823	293100.9121	1430279.0217	731.84	CP 1823 MAG
1836	293311.7327	1430058.0317	748.03	CP 1836 CMT
2103	293268.1234	1429910.0819	748.67	CP 2103 CMT
2288	293108.4618	1430089.2559	753.01	CP 2288 MAG
2874	293918.6004	1430087.8410	756.89	CP 2874 CMT
2892	293953.6049	1430213.6397	744.40	CP 2892

DESIGN DESIGNATION

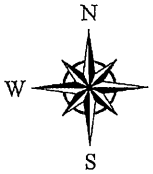
FUNCTIONAL CLASSIFICATION = COLLECTOR/COMMERCIAL

DESIGN SPEED = 25 MPH



GENERAL LOCATION MAP

NOT TO SCALE



SHEET INDEX

CV	COVER SHEET
GN	GENERAL NOTES
SP-01 – SP-06	OVERALL SITE PLAN
EX	EXISTING FEATURES
TC-01 – TC-07	TRAFFIC CONTROL
EC-01 – EC-02	EROSION CONTROL
DM-01 – DM-05	DEMOLITION PLANS
RS-01 – RS-16	PLAN & PROFILE & PLANTER DETAILS & CONSTRUCTION DETAILS
GR-01 – GR-08	INTERSECTION DETAILS
ST-01 – ST-08	STORM PLAN & PROFILE & DETAILS
WL-01 – WL-05	WATER PLAN & PROFILE & DETAILS
SE-01 – SE-03	STREETSCAPE ELECTRICAL PLANS & DETAILS
SL-01 – SL-06	STREET LIGHTING & CONDUIT PLANS & DETAILS
IR-01 – IR-06	IRRIGATION PLANS & DETAILS
LS-01 – LS-05	LANDSCAPE PLANS & DETAILS
SI-01 – SI-04	STREET FURNITURE, SIGNAGE & PAVEMENT MARKING
ADD-01	OVERALL SITE PLAN
ADD-02	PLAN & PROFILE
ADD-03	CONSTRUCTION JOINT PLAN
ADD-04	CONSTRUCTION DETAILS
ADD-05 – ADD-06	INTERSECTION DETAILS
ADD-07	OVERHEAD SIGNAGE PLAN
ADD-08	OVERHEAD SIGNAGE DETAILS
ADD-09	OVERHEAD SIGNAGE STRUCTURAL DETAILS

CITY OF BRANSON
DEPARTMENT OF PUBLIC WORKS

APPROVED David H. Miller

David H. Miller 9/21/16

CITY ENGINEER DATE

APPROVED FOR ONE YEAR FROM THIS DATE

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Miller, Fulbright, Eckhardt & Collins, Inc.
Consulting Engineers

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INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTORS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. INFORMATION SHOWN IS FROM MAPS PROVIDED OR DISCOVERED FROM UTILITY PROVIDERS.

No.	Revision/Issue	Date
1	ADDENDUM #2	10/11/16

STATE OF MISSOURI DAVID A. LUBBERSTEDT NUMBER E-29290 PROFESSIONAL ENGINEER 10-11-16

STATE OF MISSOURI JERANY L. JACKSON NUMBER LA-00012 PROFESSIONAL LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO# LA-00012

GRE GREAT RIVER
2335 S. FTICH BLVD., SPRINGFIELD, MO 65804
PHONE: (417) 886-7171 FAX: (417) 886-7381
Engineering and Land Surveying Services
Licensed Real Estate Company & Property Manager
Engineering and Land Surveying Services, Landscape Architecture, GIS/GPS Services

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

COVER SHEET

DATE: SEPT. 26, 2016

JOB NUMBER: 3636

SHEET 1 OF 94

SHEET
CV

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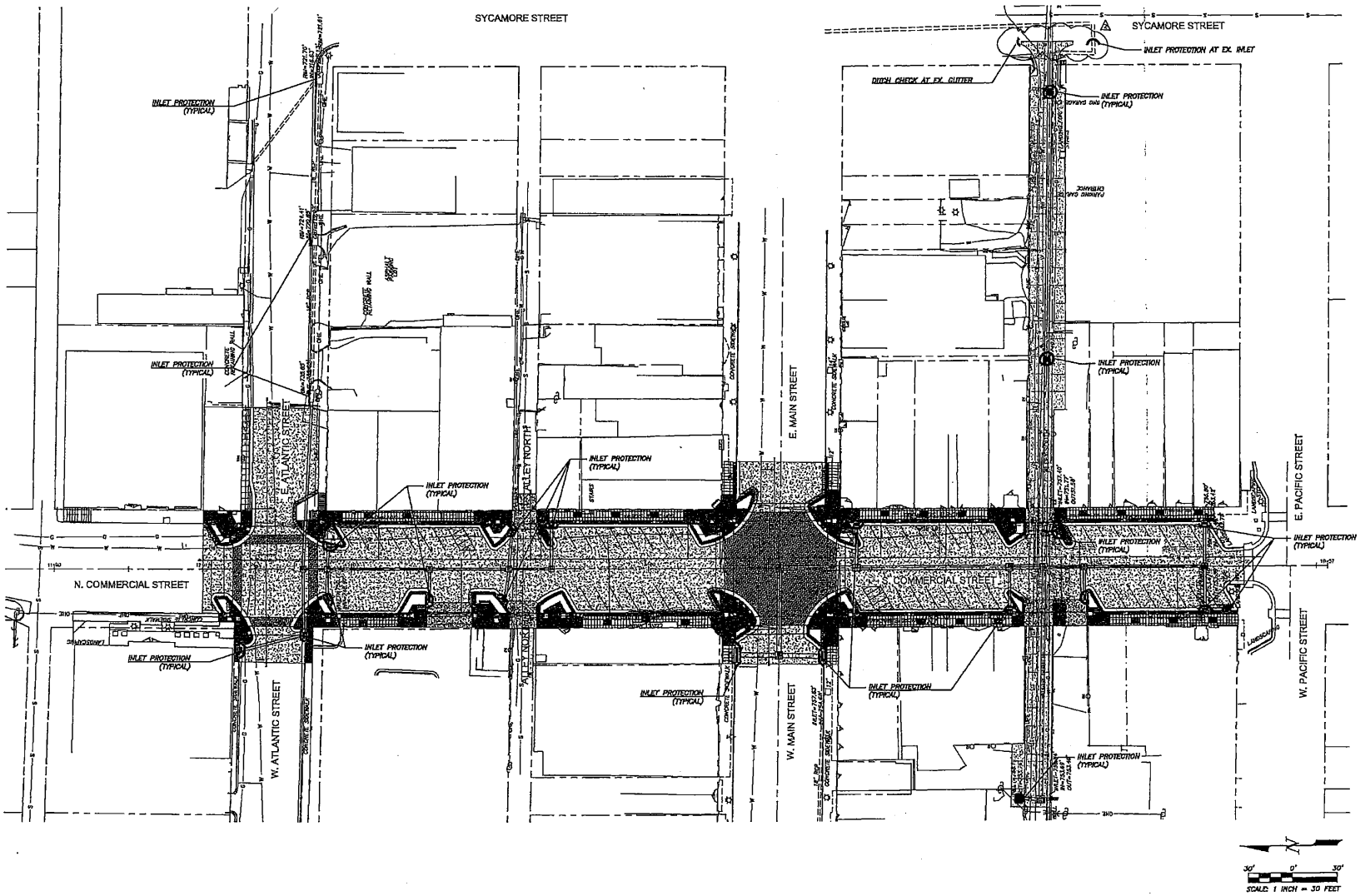


No.	Revision/Issue	Date
1	ADDED E.C. TO EX. SYCAMORE STREET	10/10/16

STATE OF MISSOURI
DAVID A. LUNDSTROM
NUMBER
PE-2006021917
10-11-16
DAVID A. LUNDSTROM - ENGINEER
MCM PE-2006021917

GRE
GREAT RIVER ENGINEERING
2633 S. KOSHKI MILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7701 FAX: (417) 886-7506
Missouri State Certificate of Authority Number:
Engineering 2006-0446, Land Surveying 2006-0016, Landscape Architecture 2006-0001

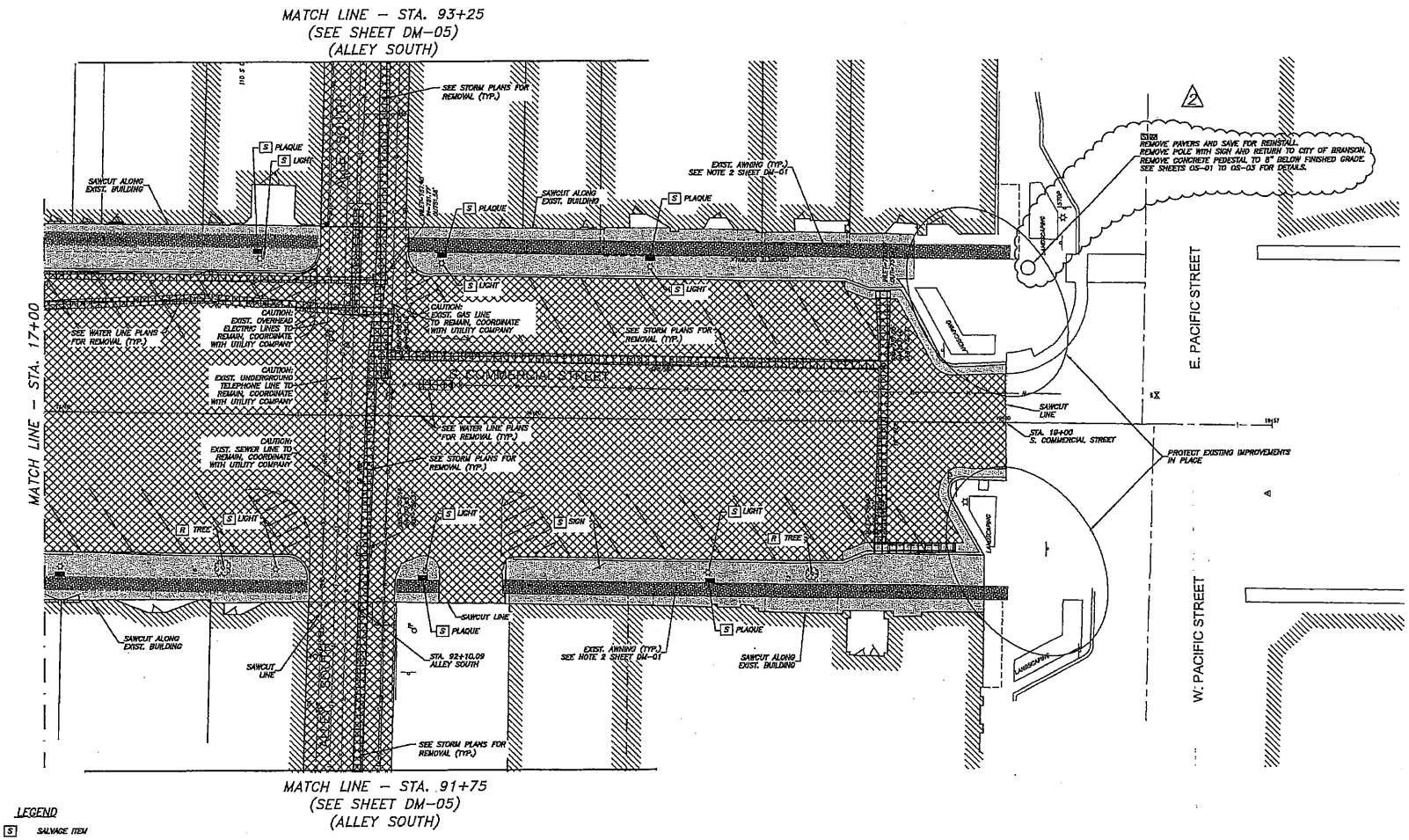
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

EROSION CONTROL PLAN

DATE: SEPT. 28, 2016
JOB NUMBER: 3636
SHEET 17 OF 84

SHEET
EC-01

G:\Projects\3636-Branson Streetscape phase 3\Drawings\3636_EROSION CONTROL_PLAN.dwg PLOT DATE: 10/11/2016 1:25:03 PM LAST SAVE: 10/11/2016 1:25:51 PM



LEGEND

- S — SALVAGE ITEM
- R — REMOVE ITEM
- STORM SEWER/WATER MAIN/UNDERGROUND UTILITY (REMOVED OR ABANDONED IN PLACE)
- PAVEMENT REMOVAL
- EXISTING CONCRETE SIDEWALK, BRICK PAVERS, CONCRETE DRIVEWAY AND CURB AND GUTTER TO BE REMOVED

No.	Revisions	Date
1	ADDENDUM #2	
2		
3		
4		
5		

STATE OF MISSOURI — DAVID A. LUNDSTROM — NUMBER PE-2000001017 — 10-11-16

DAVID A. LUNDSTROM - ENGINEER
MO# PE-2000001017

GRE GREAT RIVER ENGINEERING
3205 S. STATE HWY. 13, BRANSON, MO 65804
PHONE: (417) 334-7375 FAX: (417) 334-7399
Engineering: 2005 Missouri Land Surveying 2006 MO LS Licensure Software 2006 MO 2007

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

DEMOLITION PLAN

DATE: SEPT. 20, 2016
JOB NUMBER: 3036
SHEET 22 OF 84

SHEET
DM-04

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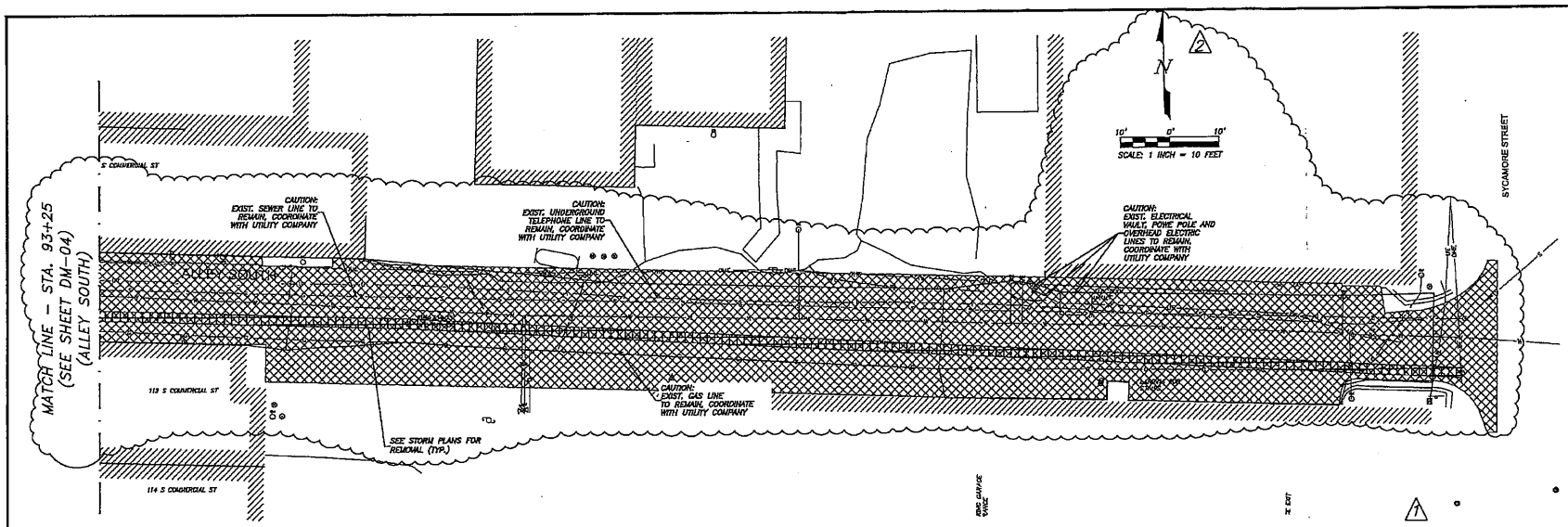

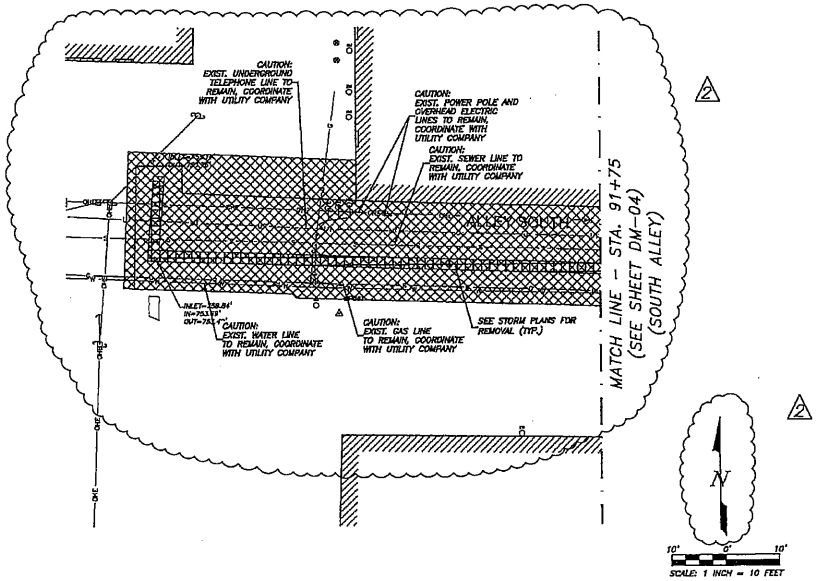

LEGEND

- S — SALVAGE ITEM
- R — REMOVE ITEM
- STORM SEWER/WATER MAIN/UNDERGROUND UTILITY (REMOVED OR ABANDONED IN PLACE)
- PAVEMENT REMOVAL
- EXISTING CONCRETE SIDEWALK, BRICK PAVERS, CONCRETE DRIVEWAY AND CURB AND GUTTER TO BE REMOVED

No.	Revision/Issue	Date
2	ADDENDUM #2	

STATE OF MISSOURI
DAVID A. LUNDERSTROM
NUMBER
PE-2003000157
10-11-18
DAVID A. LUNDERSTROM - EVP/OWNER
MO# PE-2003000157

GRE
GREAT RIVERS
2235 S. NATIONAL AVE., SPRINGFIELD, MO 65804
PHONE: (417) 886-7777 FAX: (417) 886-7561
Missouri Firm Certificate of Authority Number
Engineering @ GRE Great Rivers, Land Surveying @ GRE Land Surveying, Landscape Architecture GRE Landscape Architecture

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

DEMOLITION PLAN

DATE: SEPT. 26, 2018
JOB NUMBER: 3636
SHEET 23 OF 64

SHEET
DM-05

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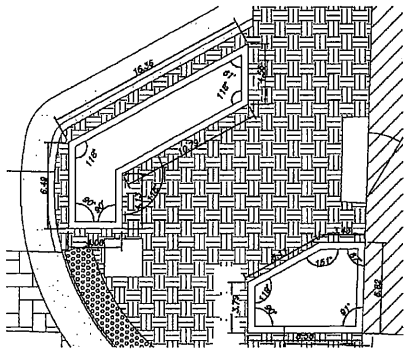

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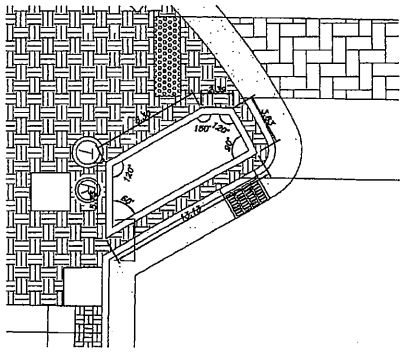

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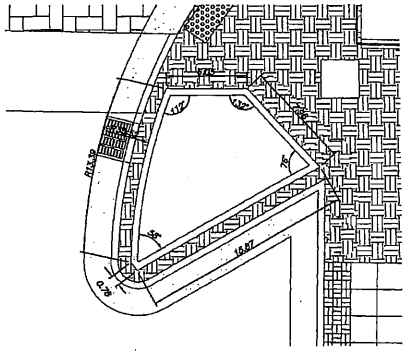

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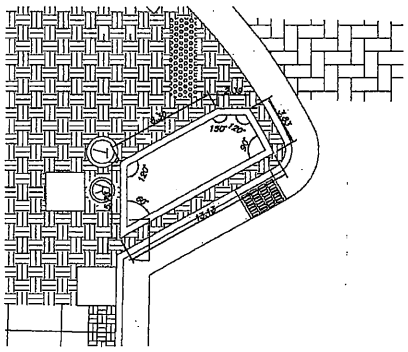

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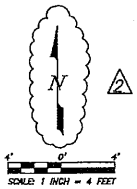

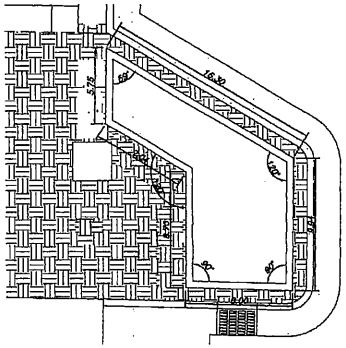

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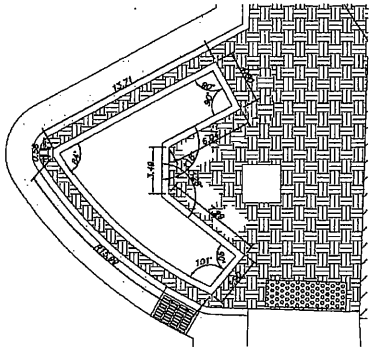

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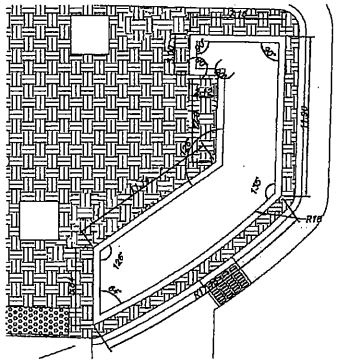

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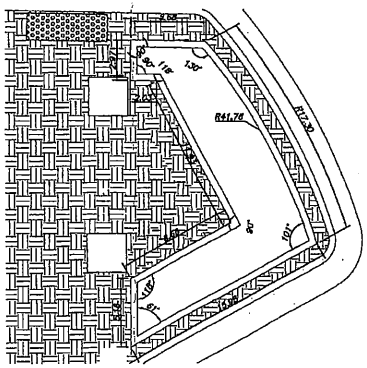


PLANTER #8 DETAIL

No.	Revision/Issue	Date
1	ADDENDUM #2	
2		
3		
4		
5		

JERAMY L. JACKSON
NUMBER
LA-2000175

JERAMY L. JACKSON
MO# LA-2000175

GRE
GREAT RIVER
ENGINEERING, LLC
229 S. Sarnoff Circle, Suite 1004
Springfield, MO 65804
PHONE: (417) 886-7371 FAX: (417) 886-7381
www.greatriverengineering.com

Missouri State Certificate of Authority for Engineering Services
Engineering: 2001000815, Land Surveying: 2001000175, Landscape Architecture: 2007012072

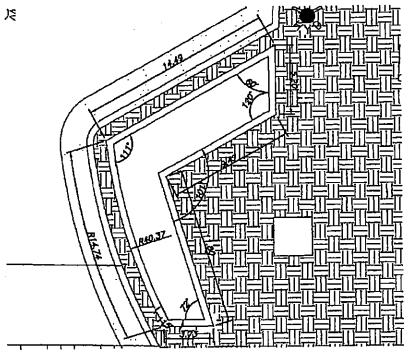
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

PLANTER LAYOUT

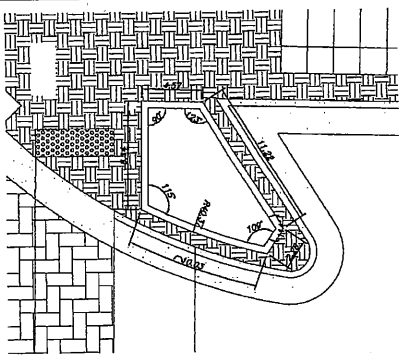
DATE: SEPT. 28, 2018
JOB NUMBER: 3638
SHEET 29 OF 84

SHEET
RS-06

G:\Projects\3638_Branson Streetscape phase 3\Drawings\PLANTER OVERALL LAYOUT.dwg PLOT DATE: 10/11/2018 2:15:27 PM LAST SAVE: 10/11/2018 10:51:14 AM



PLANTER #9 DETAIL



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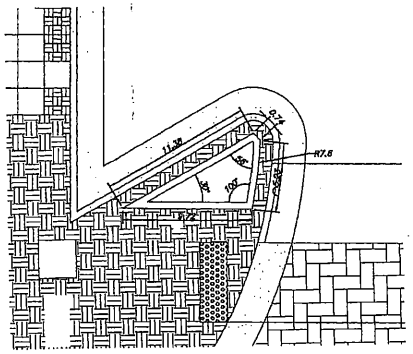

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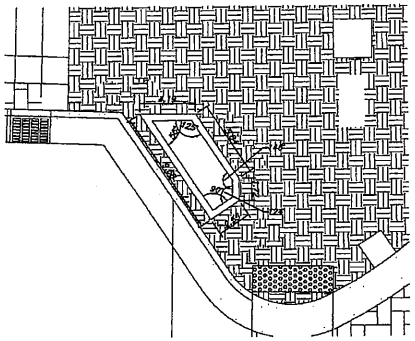

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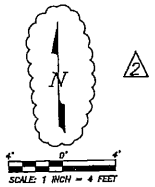

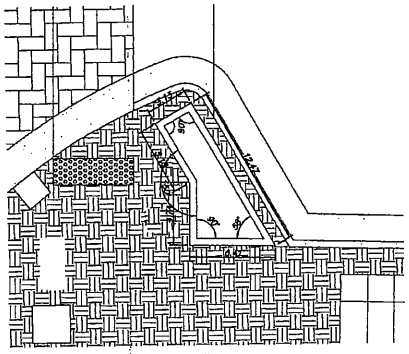

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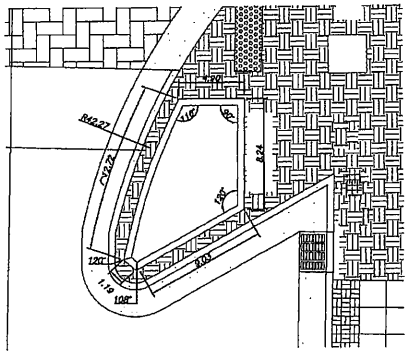

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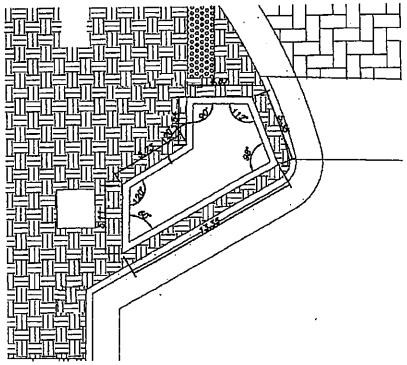

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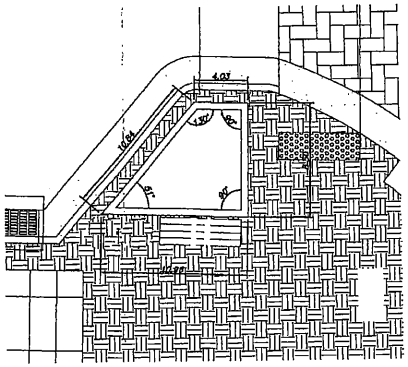

PLANTER #16 DETAIL

No.	Revision/Issue	Date
2	ADDENDUM #2	

JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT

GRE
GREAT RIVER ENGINEERING
2425 S. FORM MILL STREET, NO 3304
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www.greatriver.com

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

PLANTER LAYOUT

DATE: SEPT. 29, 2016
JOB NUMBER: 3836
SHEET 30 OF 84

SHEET
RS-07

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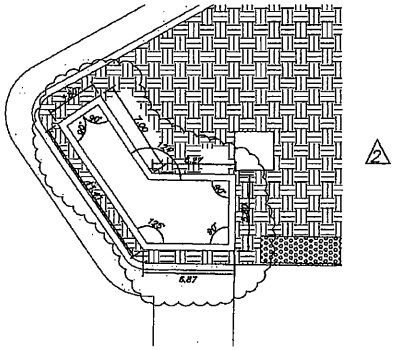
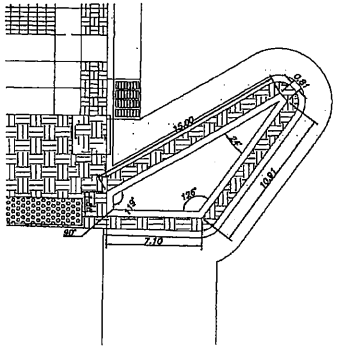


PLANTER #17 DETAIL



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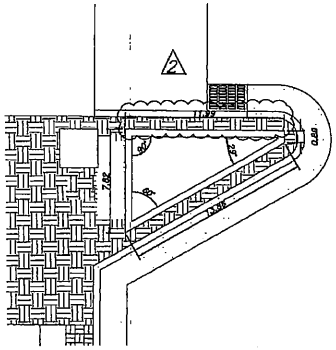

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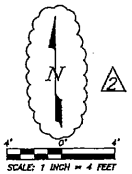

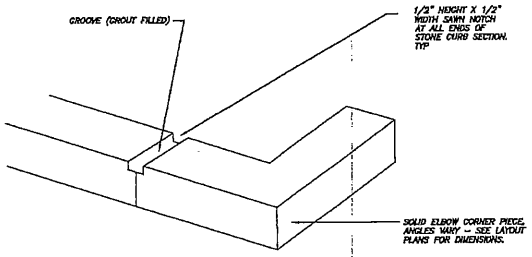

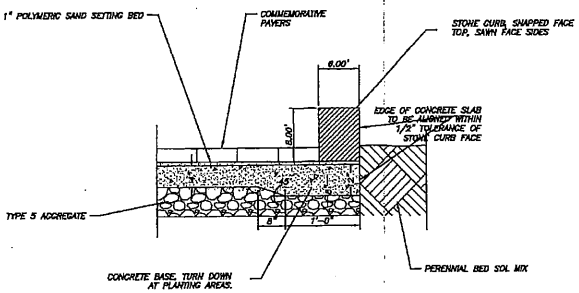

STONE CURB ON CONCRETE BASE

No.	Revision/Issue	Date
1	ADDENDUM #2	
2		
3		
4		
5		

JERAMY L. JACKSON
MO LA-000175

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Jeremy Jackson Certificate of Authority Number
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CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

PLANTER LAYOUT

DATE: SEPT. 20, 2016
JOB NUMBER: 3636
SHEET 31 OF 84

SHEET
RS-08

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BENCHMARK DATA

TA-25 – STANDARD DNR ALUMINUM DISK, LOCATED AT THE INTERSECTION OF BUSINESS 65 & ADAMS STREET ON THE EAST SIDE OF BUSINESS 65 IN FRONT OF THE OZARK MOUNTAIN BANK.

ELEVATION = 750.20'

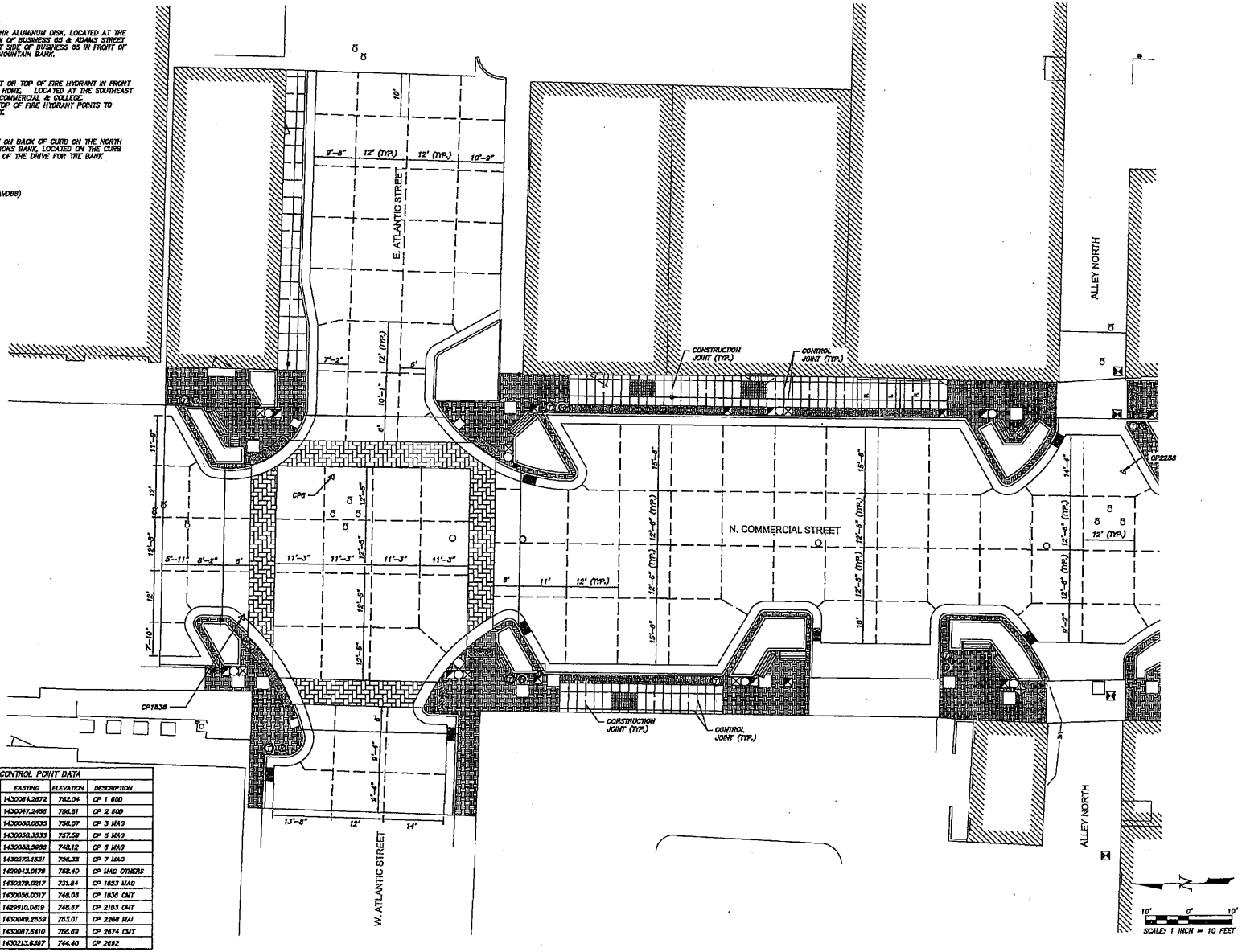
BM1 – BONNET BOLT ON TOP OF FIRE HYDRANT IN FRONT OF FUNERAL HOME. LOCATED AT THE SOUTHEAST CORNER OF COMMERCIAL & COLLEGE. ARROW ON TOP OF FIRE HYDRANT POINTS TO BONNET BOLT.

ELEVATION = 758.33'

BM2 – SQUARE CUT ON BACK OF CURB ON THE NORTH SIDE OF REGIONS BANK, LOCATED ON THE CURB JUST NORTH OF THE DRIVE FOR THE BANK DRIVE-THRU.

ELEVATION = 745.31'

(VERTICAL DATUM : NAVD88)



CONTROL POINT DATA				
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2	295373.8618	1430047.2456	756.61	CP 2 BCD
3	295789.8984	1430060.0835	758.07	CP 3 MAG
5	295912.0072	1430050.3533	757.59	CP 5 MAG
6	296290.0342	1430088.5986	748.12	CP 6 MAG
7	296284.2800	1430272.1521	726.33	CP 7 MAG
861	295758.3540	1429943.0176	752.40	CP MAG OTHERS
1823	296100.9121	1430279.0217	731.64	CP 1823 MAG
1836	296311.7337	1430036.0317	748.03	CP 1836 CMT
2103	296268.1234	1429910.0819	746.67	CP 2103 CMT
2268	296100.4818	1430089.2559	753.01	CP 2268 MAG
2674	295916.5004	1430087.6410	756.69	CP 2674 CMT
2692	295853.6049	1430213.8397	744.40	CP 2692

No.	Revisions	Date
1	REVISED CONSTRUCTION JOINT PLAN	10/13/16

JERANY L. JACKSON
NUMBER LA-000175
STATE OF MISSOURI

JERANY L. JACKSON
MO#LA-000175

GRE GREAT RIVER ENGINEERING
1255 S. PORTER HILL, SPRINGFIELD, MO 65804
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Missouri State Certificate of Authority Number
Engineering: 2001000423 Land Surveying: 2001000423 Landscape Architecture: 2001000423

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN

DATE: SEPT. 20, 2016
JOB NUMBER: 3636
SHEET 33 OF 54

SHEET
RS-09

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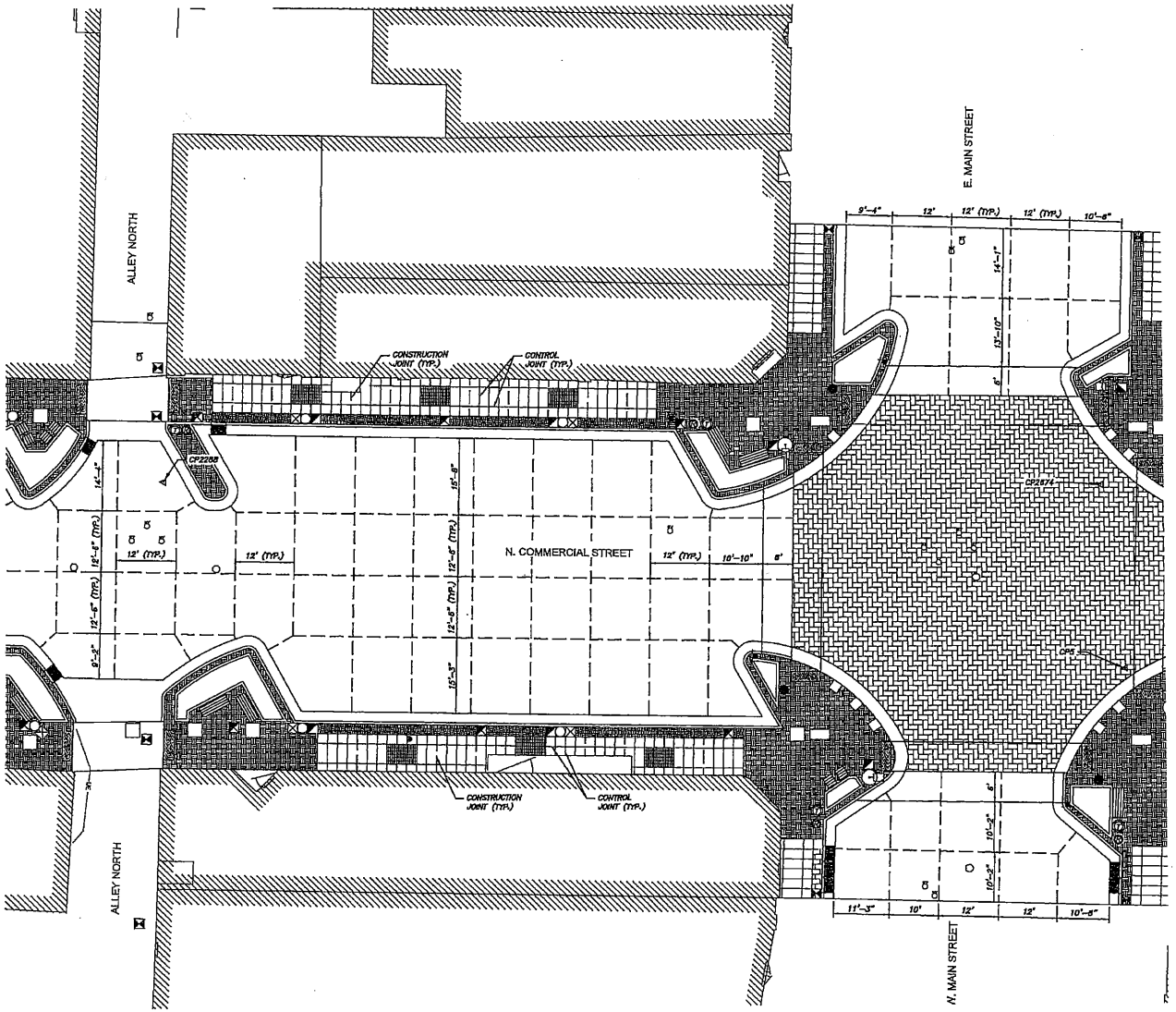

SCALE: 1 INCH = 10 FEET

No.	Revision/Issue	Date
2	REVISED CONSTRUCTION JOINT PLAN	10/10/16

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO# LA-000175

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CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN

DATE: SEPT. 26, 2016
JOB NUMBER: 3838
SHEET 34 OF 84

SHEET
RS-10

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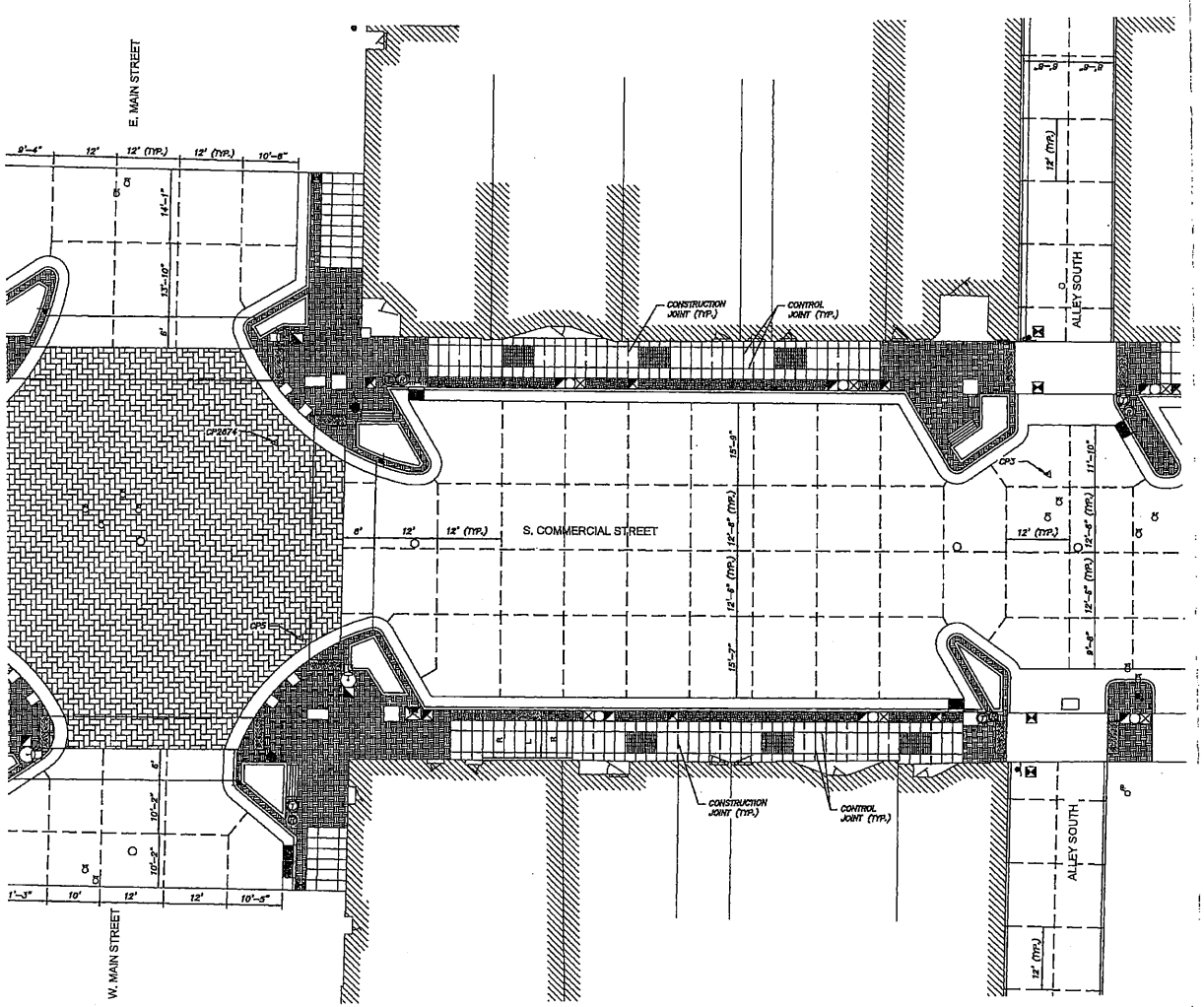

No.	Revision/Issue	Date
2	REVISED CONSTRUCTION JOINT PLAN	10/10/16

JERANY L. JACKSON
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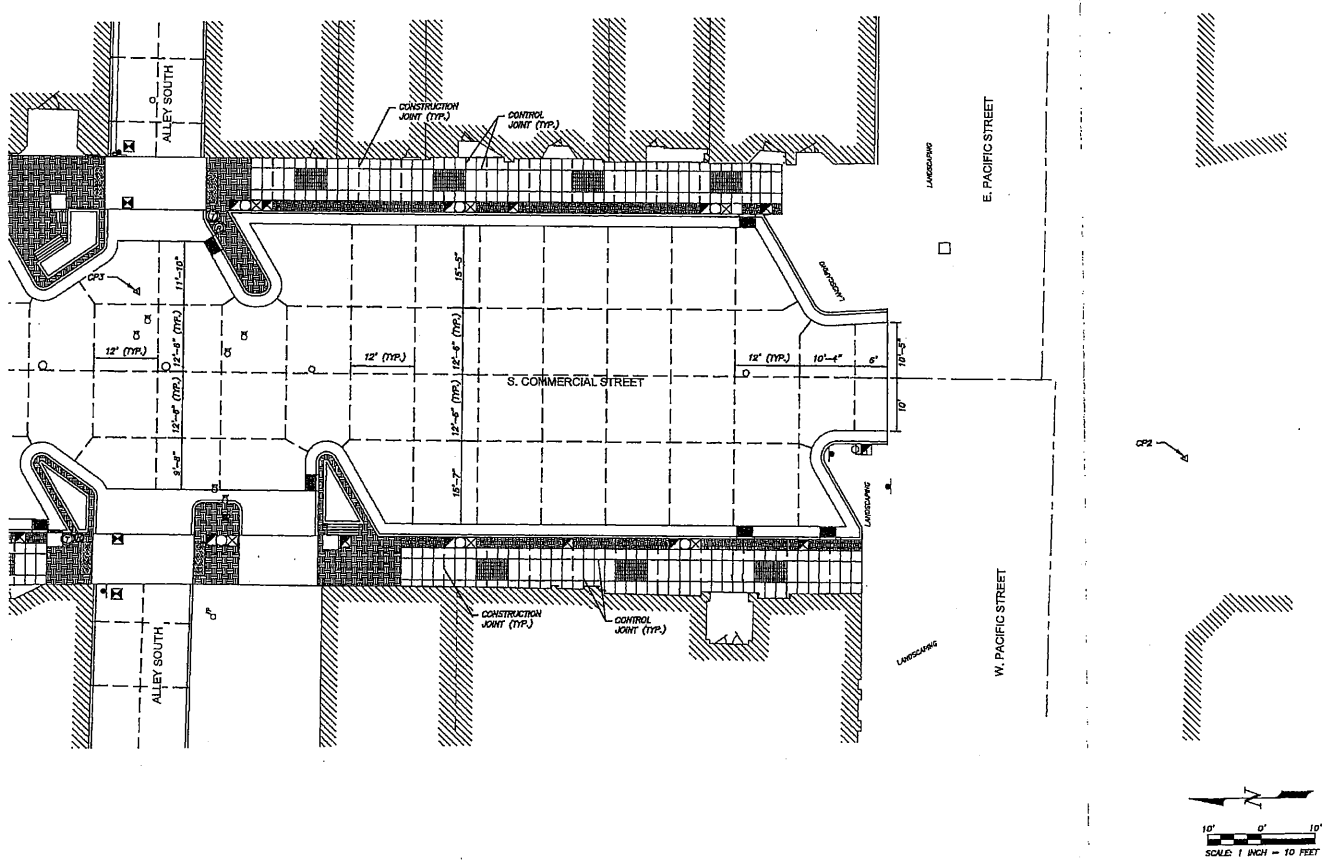
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN

DATE: SEPT. 20, 2016
JOB NUMBER: 3636
SHEET 35 OF 84

SHEET
RS-11



No.	Revision/Issue	Date
2	REVISED CONSTRUCTION JOINT PLAN	10/10/16

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000176
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MCM LA-000176

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GREAT RIVER ENGINEERING
2326 S. NORAH MILL STREET, MO 65304
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CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION JOINT PLAN

DATE: SEPT. 28, 2016
JOB NUMBER: 2836
SHEET 26 OF 84

SHEET
RS-12

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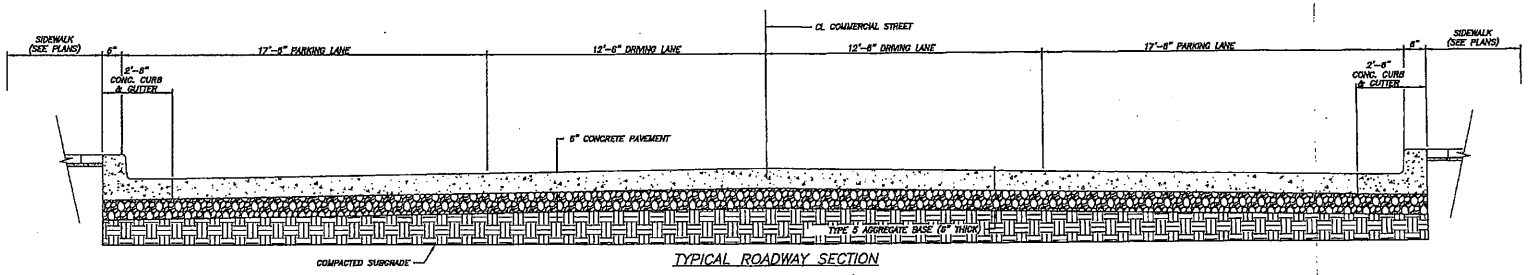
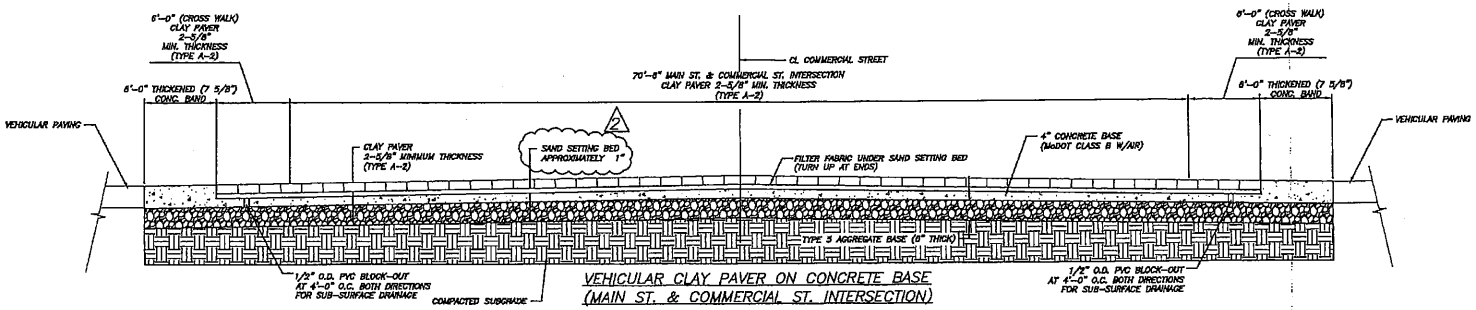
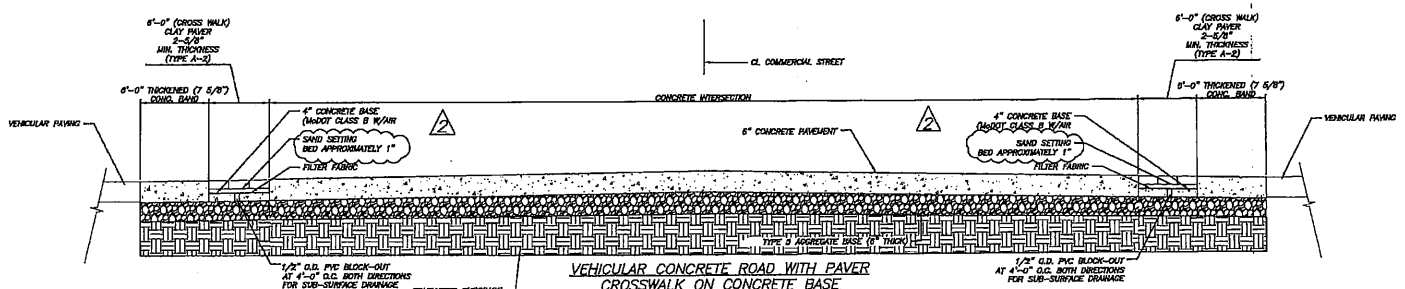


TYPICAL ROADWAY SECTION



VEHICULAR CLAY PAVER ON CONCRETE BASE
(MAIN ST. & COMMERCIAL ST. INTERSECTION)



VEHICULAR CONCRETE ROAD WITH PAVER
CROSSWALK ON CONCRETE BASE
(ATLANTIC)

2

PAVEMENT LAYOUT NOTES

1. PAVERS TO BE SET PARALLEL/PERPENDICULAR WITH ADJACENT STREET CURB UNLESS OTHERWISE NOTED.
2. PAVERS TO HAVE A CONSISTENT 1/8" POLYMERIC SAND SWEPT JOINT. PAVERS SHALL BE INSTALLED TO ALIGN JOINTS WITH ADJACENT PAVERS JOINTS, FACE OF PLANTER CURB, BACK OF STREET CURB AND ALL CONCRETE JOINTING UNLESS OTHERWISE NOTED.
3. ALIGN PAVERS WITH EDGES OF TRUNCATED DOME PANELS UNLESS OTHERWISE NOTED.
4. ALL FIELD SAWCUTS SHOULD BE PERFORMED TO MAINTAIN A MINIMUM 1/8" PAVER WIDTH
5. ALL CUTS ON BEVELED PAVERS ARE TO BE FROM MIDDLE OF PAVER AS REQUIRED TO ENSURE NO PAVERS HAVE A CUT EDGE ABUTTING A BEVELED EDGE.

2

PAVERS MANUFACTURED AND PURCHASED FROM ENDICOTT CLAY PRODUCTS CO. IN ENDICOTT, NEBRASKA
A-1 CLAY PAVER – MAIN FIELD
BASKETWEAVE PATTERN, RELIEVED EDGE AND LUGGED, 4" X 8" X 2-1/4" THICK PAVERS
30% RED BLEND
30% BORDEAUX BLEND
30% MEDIUM IRONSPOT #45
10% DARK IRONSPOT
A-2 CLAY PAVER – HERRINGBONE PATTERN, RELIEVED EDGE AND LUGGED – 4" X 8" X 2-5/8" THICK PAVERS
70% RED BLEND
30% MEDIUM IRONSPOT #45
A-3 CLAY PAVER – RUNNING BOND PANELS STACK BOND PATTERN, RELIEVED EDGE AND LUGGED – 4" X 8" X 2-1/4" THICK PAVER
100% MEDIUM IRONSPOT #45
A-4 CLAY PAVER – SOLDIER COURSE PATTERN, RELIEVED EDGE AND LUGGED – 4" X 8" X 2-5/8" THICK PAVERS
100% MANGANESE

No.	Revisions/Issue	Date
2	ADDENDUM #2	

JERANY L. JACKSON
NUMBER LA-000179
STATE OF MISSOURI
JERANY L. JACKSON
MSM LA 000179

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2035 S. SPRING MILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7711 FAX: (417) 886-7391
Missouri State Certificate of Authority Number:
Engineering: 2004-0022 LS-A Surveying: 2004-0022 LS-B

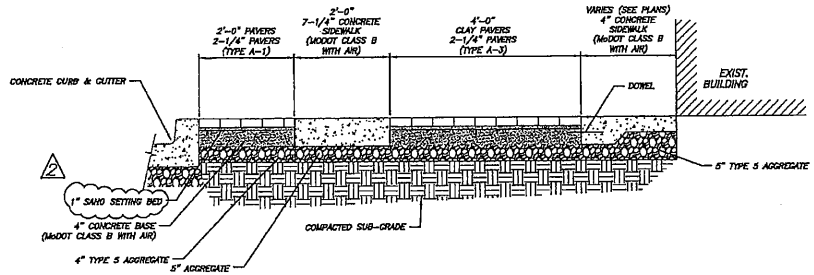
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION DETAILS

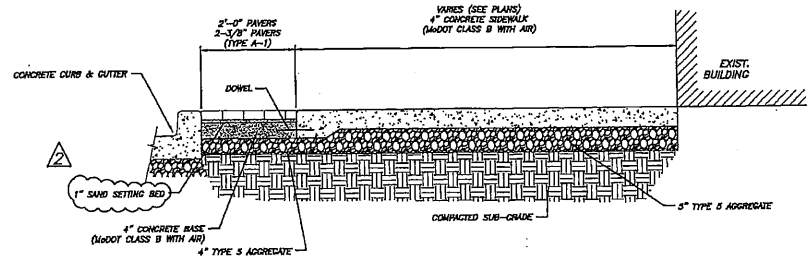
DATE: SEPT. 26, 2016
JOB NUMBER: 3630
SHEET 35 OF 84

SHEET
RS-13

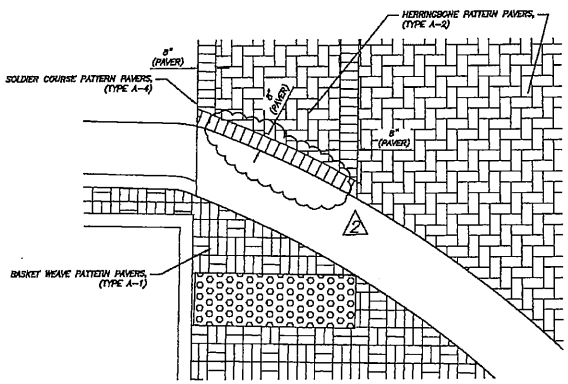
G:\Projects\3630-Branson Streetscape phase III\Dwg\dgn\3630_CONSTRUCTION DETAILS.dwg PLOT DATE: 10/11/2016 1:36:28 PM LAST SAVE: 10/11/2016 1:35:51 PM



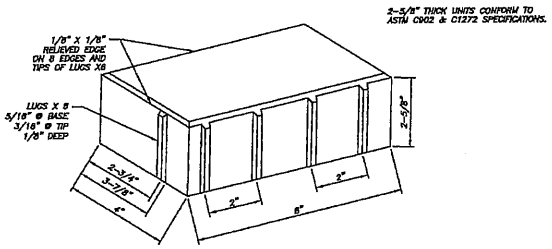
STANDARD CONCRETE SIDEWALK W/ PAVER INSETS



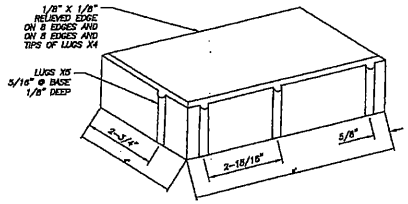
STANDARD CONCRETE SIDEWALK



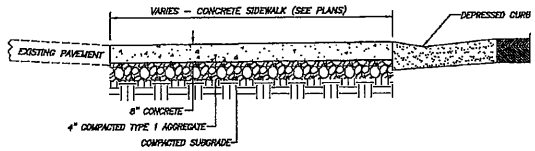
SOLDIER COURSE PATTERN DETAIL 2



2-5/8"X4"X8" PAVER DETAILS



2-1/4" PAVER DETAILS



CONCRETE SIDEWALK NOTES:

1. JOINTS SHALL BE FORMED AT RIGHT ANGLES TO THE ALIGNMENT OF THE SIDEWALK AND TO THE DEPTHS INDICATED BELOW.

2. THE SIDEWALK SHALL BE CONSTRUCTED WITH DOWELED EXPANSION JOINTS WHERE A CHANGE IN SURFACE MATERIAL OCCURS. SEE JOINT DETAILS.

THICKENED CONCRETE SIDEWALK AT DRIVEWAYS

2

PAVERS MANUFACTURED AND PURCHASED FROM ENDICOTT CLAY PRODUCTS CO. IN ENDICOTT, NEBRASKA
A-1 CLAY PAVER - MAIN FIELD
BASKETWEAVE PATTERN, RELIEVED EDGE AND LUGGED, 4" X 8" X 2-1/4" THICK PAVERS
30% RED BLEND
30% BORDEAUX BLEND
30% MEDIUM IRONSPOT #45
10% DARK IRONSPOT
A-2 CLAY PAVER - HERRINGBONE PATTERN, RELIEVED EDGE AND LUGGED - 4" X 8" X 2-3/8" THICK PAVERS
70% RED BLEND
30% MEDIUM IRONSPOT #45
A-3 CLAY PAVER - RUNNING BOND PANELS STACK BOND PATTERN, RELIEVED EDGE AND LUGGED - 4" X 8" X 2-1/4" THICK PAVER
100% MEDIUM IRONSPOT #45
A-4 CLAY PAVER - SOLIDER COURSE PATTERN, RELIEVED EDGE AND LUGGED - 4" X 8" X 2-5/8" THICK PAVERS
100% MANGANESE

No.	Revisions	Date
A	ADDENDUM #2	

JERAMY L. JACKSON
NUMBER
LA-000175
STATE OF MISSOURI
JERAMY L. JACKSON
MO# LA-000175

GRE GREAT RIVER
1225 E. ELM ST. SPRINGFIELD, MO 65806
PHONE: (417) 866-7771 FAX: (417) 866-7591
Engineering Site Design Surveying Water Wastewater Transportation

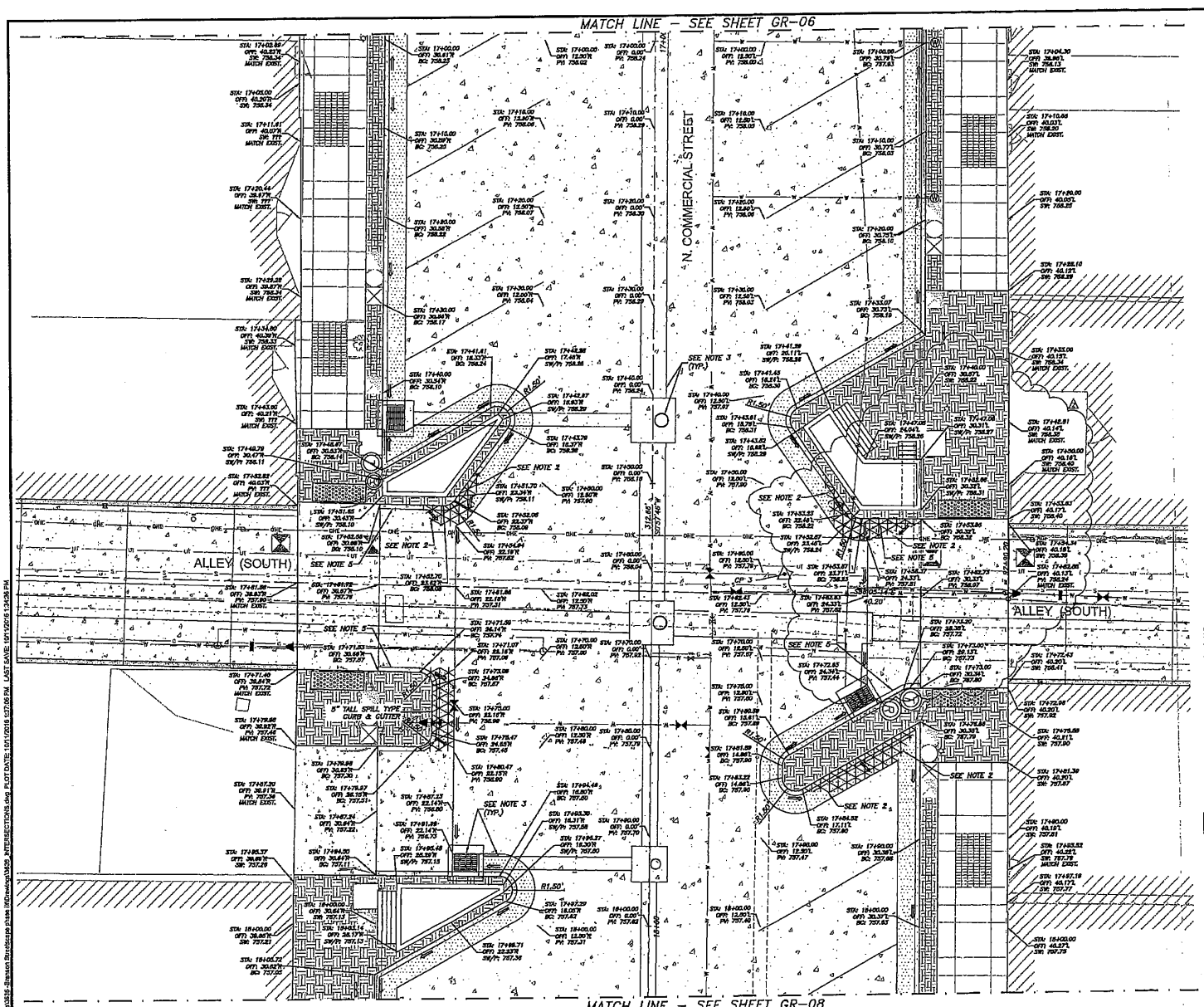
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

CONSTRUCTION DETAILS

DATE: SEPT. 26, 2019
JOB NUMBER: 3838
SHEET 39 OF 84

SHEET
RS-15

G:\Projects\3838-Branson Streetscape phase 3\Drawings\3838_CONSTRUCTION DETAILS.dwg PLOT DATE: 10/11/2019 1:39:44 PM LAST SAVE: 10/11/2019 1:16:39 PM



INTERSECTION DETAILS

LEGEND:

R	=	ADA ACCESSIBLE RAMP
L	=	ADA ACCESSIBLE LANDING
FG:	=	FINISHED GRADE
BC:	=	BACK/TOP OF CURB ELEVATION
PA:	=	PAVEMENT ELEVATION
GU:	=	GUTTER ELEVATION
SW:	=	SIDEWALK ELEVATION
SW/P:	=	SIDEWALK AT PLANTER ELEVATION
H.P.	=	HIGH POINT
⟹	=	DRAINAGE FLOW DIRECTION ARROW
	=	SPILL TYPE CURB AND GUTTER

SCALE 1 INCH = 5 FEET

NOTES:

1. MATCH EXISTING SIDEWALK AT AN EXISTING SIDEWALK JOINT (WHERE POSSIBLE) BEGIN TRANSITION TO CROSS SLOPE NOT TO EXCEED 2.0% AND RUNNING SLOPE NOT TO EXCEED 5.0% (TYP.)
2. TRANSITION FROM CATCH CURB/GUTTER TO SPILL TYPE CURB/GUTTER
3. SEE STORMWATER DRAINAGE SHEETS IN THIS SET.
4. MATCH EXISTING ONLY WHERE NOTED WITH "MATCH EXIST." RAISE AND LOWER SIDEWALK AT BUILDING AND WALL FACES AS NOTED. NOTIFY IF A VOID IS PRESENT WHEN LOWERING SIDEWALK.
5. CURB HEIGHT TRANSITION.
6. SEE STREET LIGHTING SHEETS IN THIS SET.
7. EXISTING POLES, OVERHEAD ELECTRIC LINES AND GUY WIRES TO REMAIN, COORDINATE WITH UTILITY COMPANY.

BENCHMARK AND CONTROL POINT DATA ON SHEET GR-01 ALSO APPLY TO THIS SHEET.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

No.	Revisions/Issues	Date
1	ADJUSTED LAYOUT AND FINISHED GRADE	10/10/16
2		
3		
4		
5		

STATE OF MISSOURI DAVID A. LANDSTROM NUMBER PE-2005018017 PROFESSIONAL ENGINEER
10-11-16

DAVID A. LANDSTROM - ENGINEER
MO# PE-2005018017

GRE GREAT RIVER ENGINEERING, LLC
2535 S. KIMBOROUGH, SPRINGFIELD, MO 65804
PHONE (417) 886-7711 FAX (417) 886-7561
Missouri Corporate Certificate of Authority No. 2004000174

Drawing by: DAB, DMS, LAB Drawing date: 9/21/2016, Last Updated: 10/11/2016

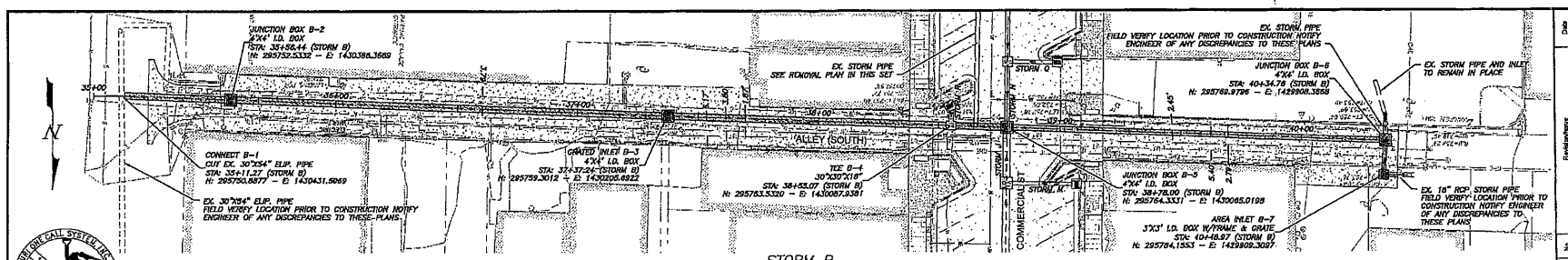
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

INTERSECTION DETAILS
N. COMMERCIAL ST. & ALLEY (SOUTH)

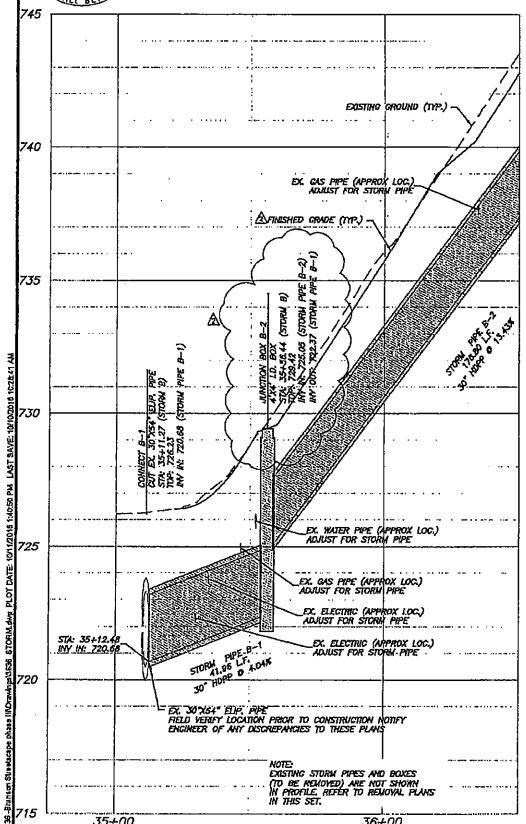
DATE: SEPT. 26, 2016
JOB NUMBER: 3636
SHEET 46 OF 94

SHEET
GR-07

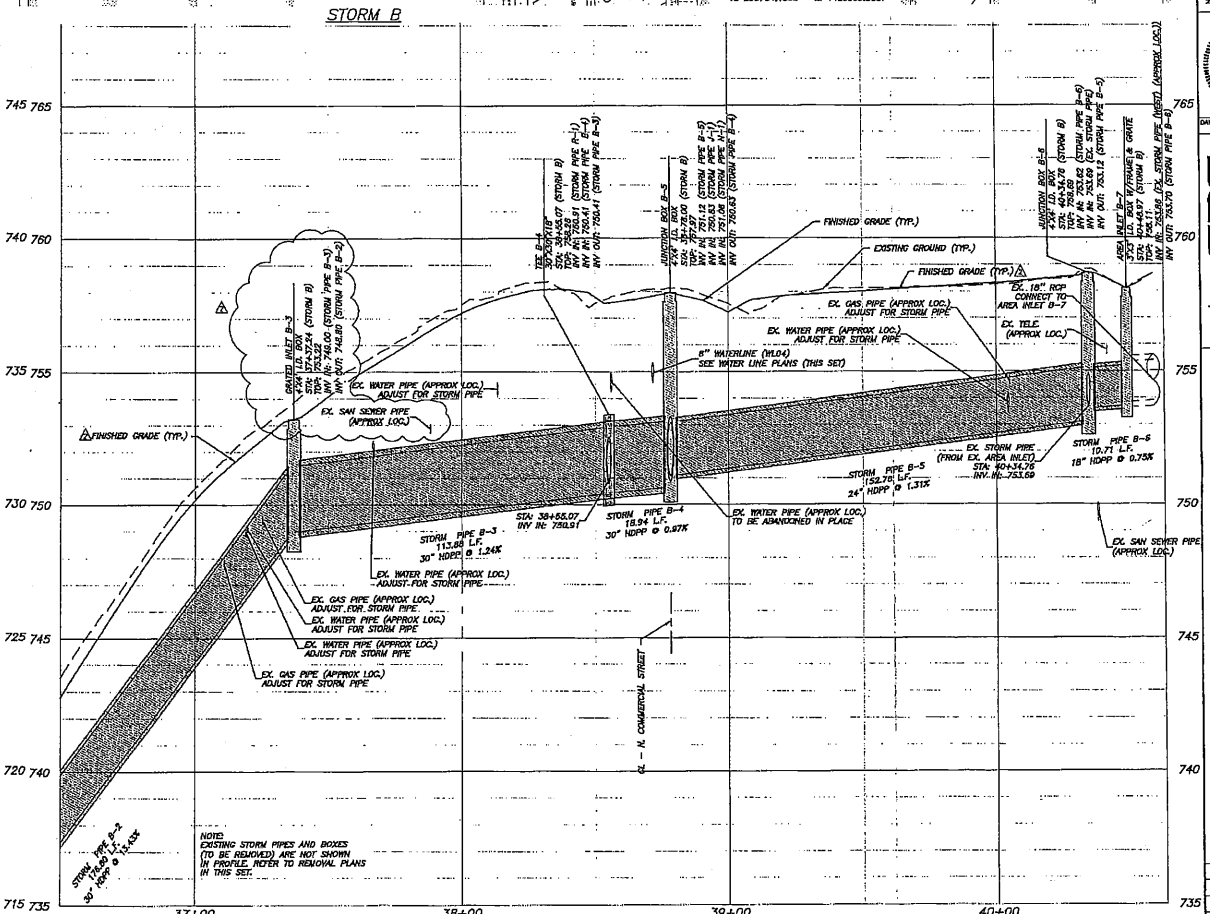
GIS:Projects\3636-Branson Streetscape phase III\Develop\3636_INTERSECTIONS.dwg PLOT DATE: 10/11/2016 1:37:06 PM LAST SAVE: 10/11/2016 1:34:56 PM



STORMWATER DRAINAGE NOTES:
1. ABANDONED IN PLACE, ALSO REMOVE AS NECESSARY TO FACILITATE CONSTRUCTION OF STORMWATER DRAINAGE SYSTEM ONLY UPON THE COMPLETION OF THE NEW WATER SYSTEM.
2. COORDINATES ARE TO THE CENTER OF THE STORM BOX.



STORM B
SCALE: 1"=20' HORZ.
1"=2' VERT.



STORM B
SCALE: 1"=20' HORZ.
1"=2' VERT.

No.	Revision/Issue	Date
1	ADJUSTED PIP, GRADE & INLET TO PIP, ADDED EX. SAN PIPE	10/10/16

STATE OF MISSOURI
DAVID A. LUNDSTROM
NUMBER PE-2003000107
10-11-16
DAVID A. LUNDSTROM, ENGINEER
MO# PE-2003000107

GRE
GREAT RIVER ENGINEERING
225 S. MAIN ST., SPRINGFIELD, MO 65806
PHONE: (417) 886-7311 FAX: (417) 886-7311
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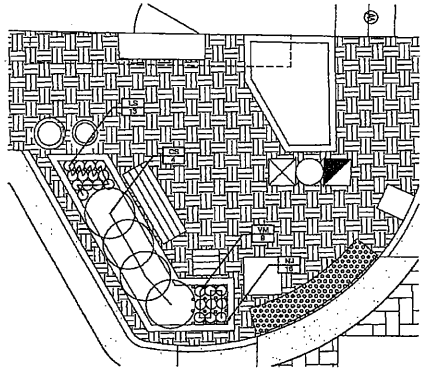
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

STORMWATER DRAINAGE
STORM B

DATE: SEPT. 26, 2016
JOB NUMBER: 3836
SHEET 51 OF 64

SHEET
ST-04

EUP:Projects\3836-Branson Streetscape phase III\Drawings\3836_STORM.dwg PLOT DATE: 10/11/2016 1:40:50 PM LAST SAVE: 10/10/2016 10:28:41 AM



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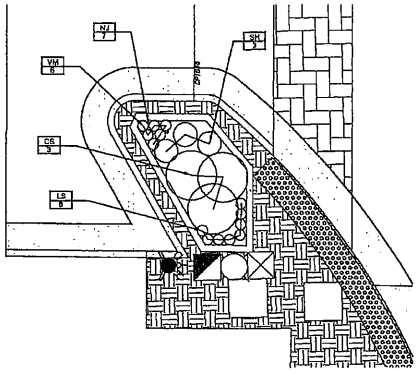

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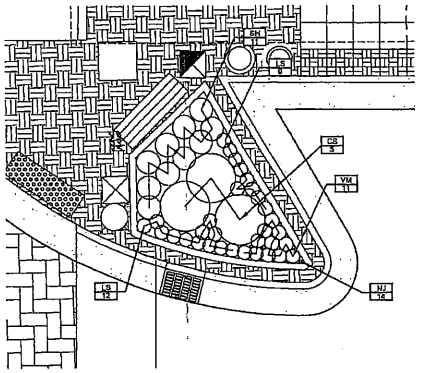

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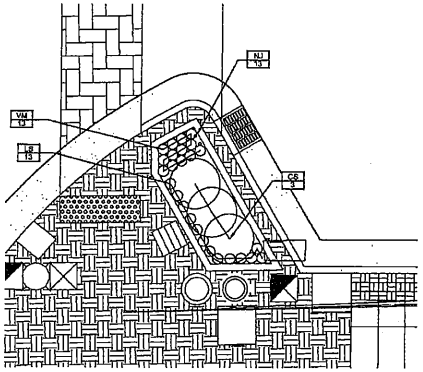

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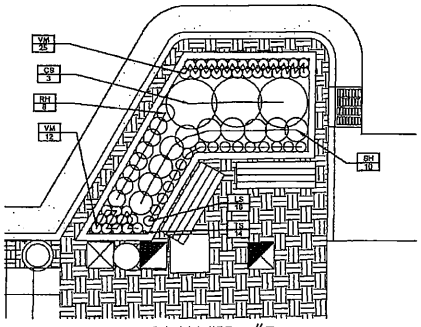

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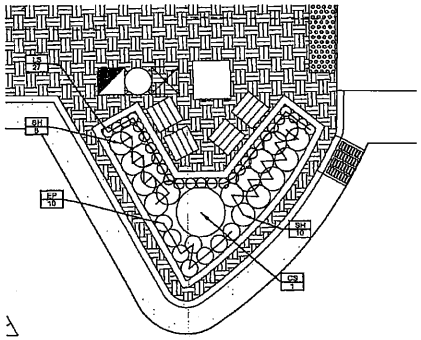

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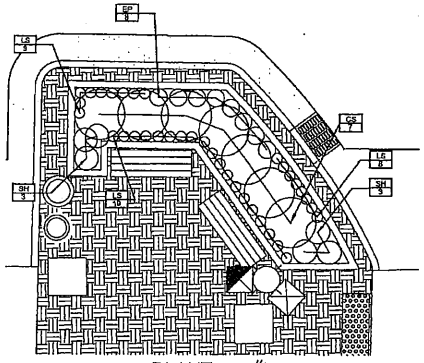

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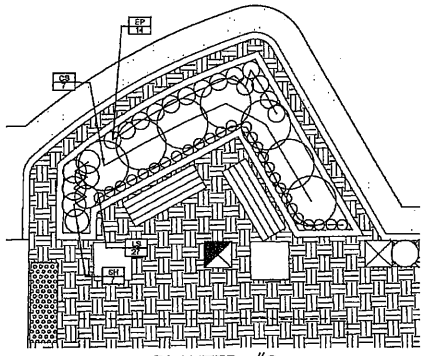

PLANTER #8

N

4' 0' 4'

SCALE: 1 INCH = 4 FEET

2

LEGEND

XX = PLANT SYM. SEE PLANT SCHEDULE ON SHEET LS-05

XX = PLANT QUANTITY

No.	Revisions	Date
2	ADDENDUM #2	
1		
0		
0		
0		

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000176
LANDSCAPE ARCHITECT

JERANY L. JACKSON
MO#LA-000176

GRE
GREAT RIVER ENGINEERING
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PHONE: (417) 886-7711 FAX: (417) 886-7581
www.greatriver.com

Mission Statement: Continue to Evaluate Ideas
Engineering: 2013 GRE, Land Surveying: 2013 GRE, Landscape Architecture: 2013 GRE

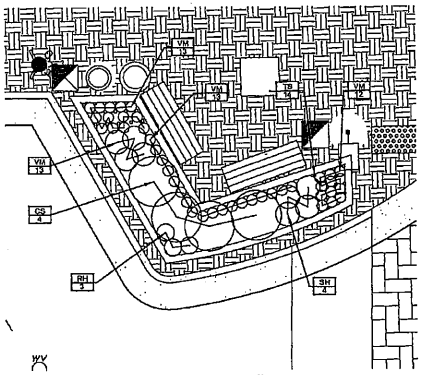
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

LANDSCAPE PLAN
PLANTER ENLARGEMENT PLANS

DATE: SEPT. 20, 2010
JOB NUMBER: 3636
SHEET 77 OF 84

SHEET
LS-02

G:\Projects\3636 -Branson Streetscape phase III\Drawings\3636_LANDSCAPING.dwg PLOT DATE: 10/11/2016 2:02:20 PM LAST SAVE: 10/3/2016 2:10:00 PM



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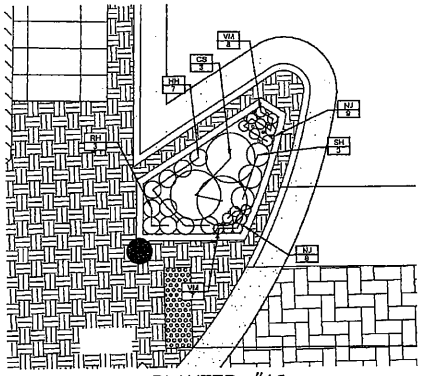

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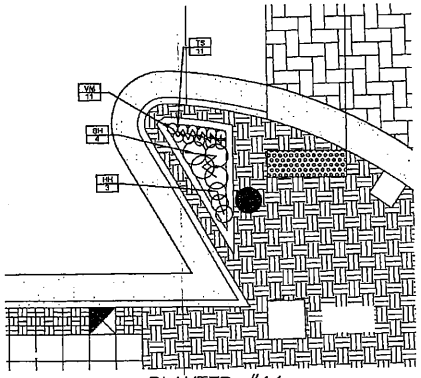

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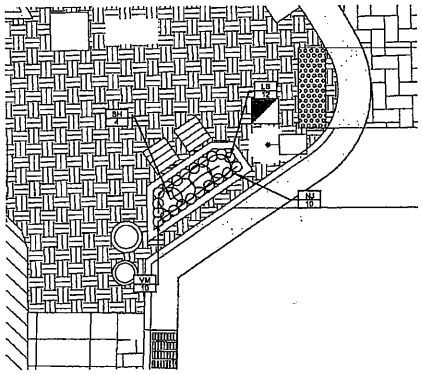

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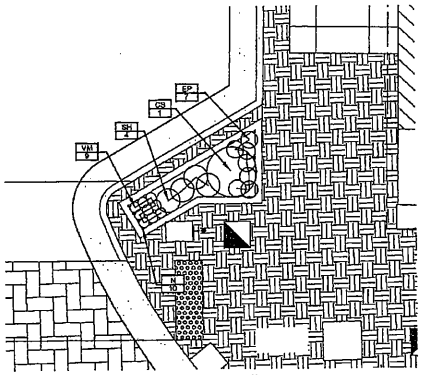

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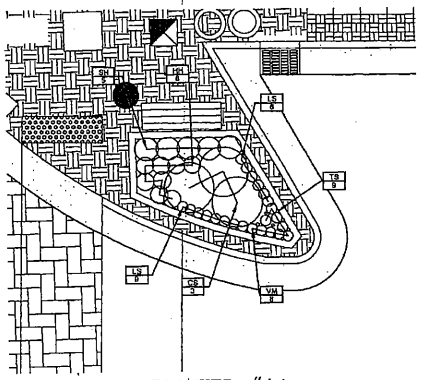

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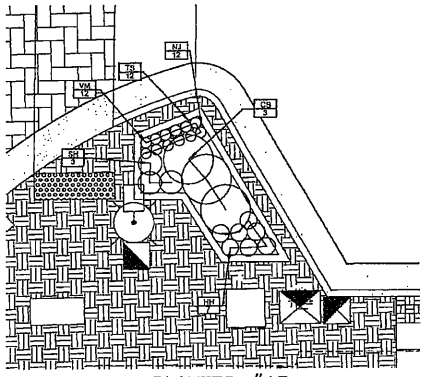

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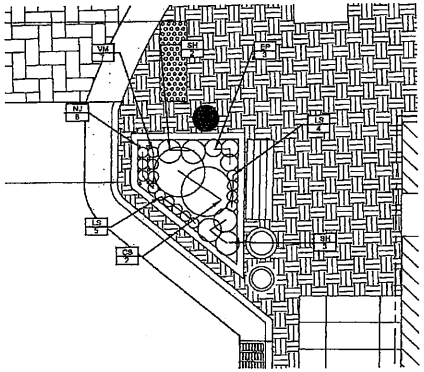

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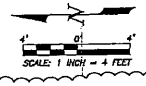

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LEGEND

XX = PLANT SYM. SEE PLANT SCHEDULE ON SHEET LS-05

XX = PLANT QUANTITY

No.	Revision/Issues	Date
2	ADDENDUM #2	

JERAMY L. JACKSON
MO# LA-000176

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2235 S. BRIGHTON AVE. SPRINGFIELD, MO 65804
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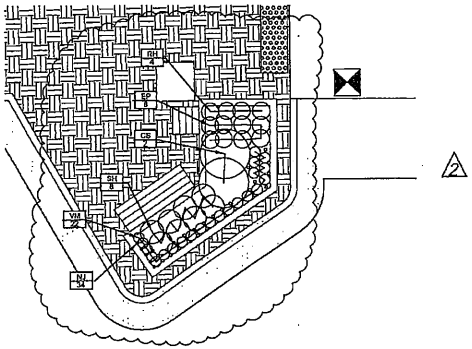
CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

LANDSCAPE PLANS
PLANTER ENLARGEMENT PLANS

DATE: SEPT. 28, 2018
JOB NUMBER: 3638
SHEET 78 OF 84

SHEET
LS-03

E:\Projects\3638-Branson Streetscape phase III\Drawings\3638_LANDSCAPE\IfC.dwg PLOT DATE: 10/11/2018 2:02:00 PM LAST SAVE: 10/25/2018 2:10:00 PM



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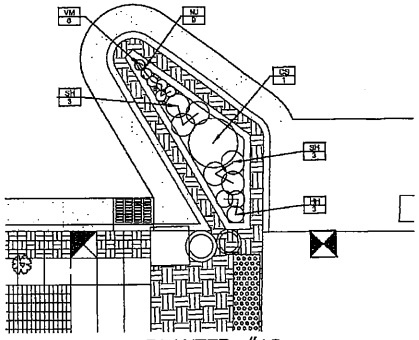

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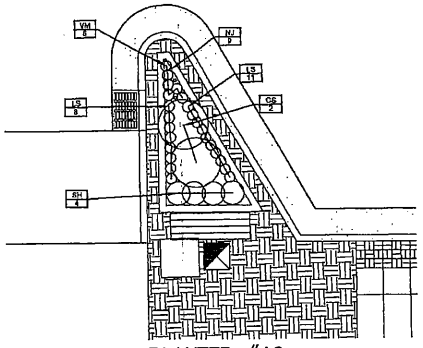

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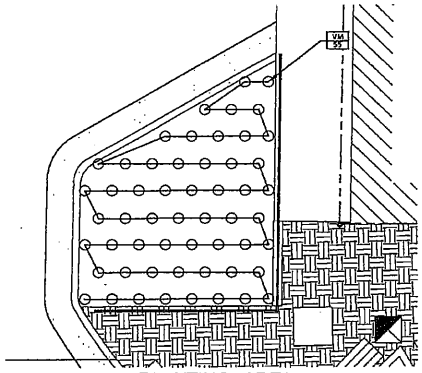
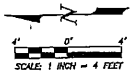


PLANTING AREA



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LEGEND

XX = PLANT SYM. SEE PLANT SCHEDULE ON SHEET LS-05

XX = PLANT QUANTITY

No.	Revision/Issue	Date
1	ADDENDUM #2	
2		
3		
4		
5		

JERAMY L. JACKSON
NUMBER
LA-000175

JERAMY L. JACKSON
MO# LA-000175

GRE
GREAT RIVER
ENGINEERING
2225 S. ROAN, S.E., SPRINGFIELD, MO 65804
PHONE: (417) 864-7211 FAX: (417) 889-7291
Missouri State Certificate of Authority Number
Engineering 2005-0016, Land Surveying 2005-0016, Landscape Architecture 2005-0003

CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

LANDSCAPE PLANS
PLANTER ENLARGEMENT PLANS

DATE: SEPT. 26, 2016

JOB NUMBER: 3036

SHEET 79 OF 84

SHEET
LS-04

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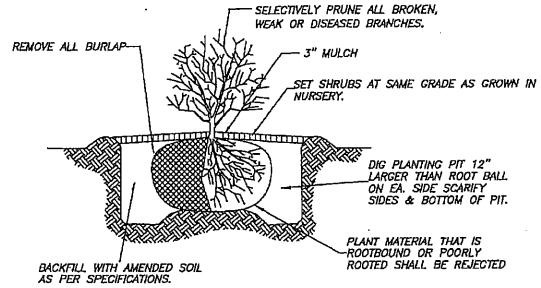
GENERAL PLANTING NOTES

GENERAL:

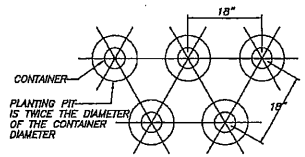
1. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITY LINES AND OTHER ABOVE OR BELOW GROUND OBSTRUCTIONS SO THAT PROPER PRECAUTIONS SHALL BE TAKEN NOT TO DISTURB OR DAMAGE SUCH IMPROVEMENTS. REFER TO CIVIL AND MEP DRAWINGS FOR PROPOSED AND EXISTING UTILITY LOCATIONS.
2. STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK" REPRESENT GENERAL GUIDELINE SPECIFICATIONS ONLY AND WILL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLAN MATERIAL.
3. THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
4. ANY MATERIAL WHICH DIES, OR DEFOLIATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACED.
5. THE CONTRACTOR IS RESPONSIBLE FOR SOIL SAMPLING AND TESTING TO DETERMINE EXACT FERTILIZER REQUIREMENTS AND SOIL AMENDMENTS.
6. PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
7. BACKFILL SHRUB PITS WITH STRUCTURAL SOIL OR SPECIFIED PLANTING MIX.
8. ALL LAWN AREAS SHALL RECEIVE A MINIMUM OF 6" OF IMPORTED OR STOCKPILED FINELY GRADED TOPSOIL.
9. THE PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ANY DEVIATION TO THE APPROVED FINAL LANDSCAPE PLAN SHALL REQUIRE THE WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
10. LANDSCAPE CONTRACTOR SHOULD PROVIDE UNIT COSTS AND POSSIBLE ALTERNATES FOR PLANT MATERIAL TO THE OWNER'S REPRESENTATIVE.
11. KILL AND REMOVE ALL EXISTING WEEDS FROM THE SITE AREA PRIOR TO PLANTING.
12. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY MAINTAINING THE WORK (INCLUDING BUT NOT LIMITED TO; WATERING, MULCHING, SPRAYING, FERTILIZING, ETC.) OF ALL PLANTING AND TURF AREAS UNTIL TOTAL ACCEPTANCE OF THE WORK BY THE LANDSCAPE ARCHITECT AND OWNER.
13. LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE TIME FOR PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND ACCEPTANCE OF THE PROJECT.
14. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL RIGHT-OF-WAY MARKERS, BENCH MARKS, AND PROPERTY MARKERS. ALL PERMANENT SURVEY POINTS DISTURBED, DAMAGED OR MOVED AS A RESULT OF THE LANDSCAPE CONTRACTOR'S ACTIVITIES SHALL BE ACCURATELY REPLACED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
15. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. THE ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS ESTIMATES. DIFFERENCES WILL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK.
16. IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING WITH THE WORK.
17. ALL LANDSCAPE AREAS SHALL BE PERMANENTLY IRRIGATED WITH A BELOW GRADE AUTOMATIC IRRIGATION SYSTEM. IRRIGATION SHALL BE DESIGN-BUILD TO MEET ALL CITY REQUIREMENTS. SUBMIT SHOP DRAWINGS OF LAYOUT AND CUT SHEETS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
18. THE IRRIGATION CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE GENERAL CONTRACTOR AND ALL OTHER SUBCONTRACTORS FOR THE LOCATION OF PIPE SLEEVES AND IRRIGATION EQUIPMENT.
19. THE LANDSCAPE AND IRRIGATION CONTRACTOR WILL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR WILL MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
20. REFER TO WRITTEN SPECIFICATION FOR ADDITIONAL INFORMATION.
21. CONTRACTOR SHALL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS FOR APPROVAL BY OWNER REPRESENTATIVE PRIOR TO INSTALLATION.
22. OWNER REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS, PLANS, DETAILS OR MINIMUM QUALITY REQUIREMENTS.

PLANT SCHEDULE

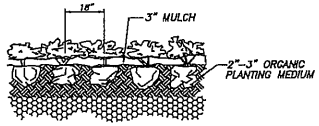
	Sym.	Botanical Name	Common Name	QTY	SIZE	Remarks
PERENN.	EP	*Echinacea purpurea*	Purple coneflower	50	1 GAL	
	TS	*Tulipa/tea species*	Tulips	60	Bulb	Underplant w/ Vinca minor
	RH	*Rudbeckia hirta Missouriensis*	Black-eyed Susan	18	1 GAL	
	NJ	*Narcissus jonquilla*	Daffodil	350	Bulb	Underplant w/ Vinca minor
	HH	*Hemerocallis Hybrids*	Hybrid Day Lily	28	1 GAL	Burgundy In Color
G.C.	Sym.	Botanical Name	Common Name	QTY	SIZE	Remarks
	VM	*Vinca minor*	Vinca	284	1/2 GAL	
SHRUBS	Sym.	Botanical Name	Common Name	QTY	SIZE	Remarks
	LS	*Liriope spicata*	Lily Turf	216	1 GAL	
	CS	*Cornus sericea 'Kelseyi'*	Kelsey's Dwarf Red-Osier Dogwood	52	5 GAL	
	SH	*Sporobolus heterolepis*	Prairie Dropseed	105	1 GAL	



SHRUB PLANTING DETAIL
NOT TO SCALE



PLAN



PERENNIAL PLANTING DETAIL
NOT TO SCALE

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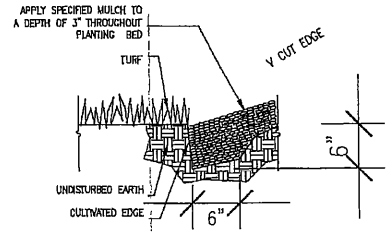

SHOVEL-CUT EDGE
NOT TO SCALE

No.	Revision/Issue	Date
A	ADDENDUM #2	
A		
A		
A		
A		
A		

JERANY L. JACKSON
NUMBER
LA-000175
STATE OF MISSOURI

JERANY L. JACKSON
MO# LA-000175

GRE GREAT RIVER ENGINEERING
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www.greatriver.com

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CITY OF BRANSON MISSOURI
HISTORIC DOWNTOWN STREETSCAPE IMPROVEMENTS
PHASE 3

LANSCAPE DETAILS

DATE: SEPT. 26, 2018
JOB NUMBER: 3836
SHEET 80 OF 84

SHEET
LS-05

G:\Projects\3836-Branson Streescape Phase 3\Drawings\3836_LANDSCAPING.dwg PLOT DATE:10/11/2018 1:58:07 PM LAST SAVE:10/9/2018 2:10:00 PM

GREAT RIVER ENGINEERING

ADDENDUM No. 03

ISSUED BY: *Great River Engineering*
2826 S. Ingram Mill Rd.
Springfield, Missouri 65804
Phone: (417) 886-7171
Fax: (417) 886-7591

DATE: October 25, 2016

RE: **Historic Downtown Branson Phase 3 Streetscape Improvements**
GRE Project No. 3636

The attached revisions hereby supersede any and all data with which they may conflict as indicated on the Drawings, Specifications and related documents issued in the original set. Each trade is responsible for changes in its work caused by changes in the work of other trades. This addendum is a part of and shall be attached to the original set of plans and specifications for the work.

GENERAL COMMENTS AND CLARIFICATIONS

The Pre-bid Conference for this project was held on October 12, 2016. The Pre-bid Conference agenda and attachments are attached to this Addendum. The notes from the Pre-bid agenda and the anticipated schedule for issuing a Notice to Proceed on the project have been incorporated into the attachment with discussion items, changes and notes in red bold type. (See Attached)

There were a few questions about the Concast boxes called out as utility vaults. We have several being used for different purposes that may be called slightly different names depending on what's going in them. A number of clarifying descriptions have been added to the Bid Form as well as a few corrections made.

The meter and CT information will be available from Empire Electric. The contact information is located on the Cover Sheet and on Sheet SE-01.

CHANGES TO THE CONTRACT DOCUMENTS

- **ITEMIZED BID FORM:** Attached Itemized Bid Form dated October 25, 2016 shall be used in place of original Itemized Bid Form issued with contract documents.

  The Bid Form adds a description to clarify bid item 10.04 to read "Utility Pull Box (4'X2') for future traffic lights".

The Bid Form removed bid item 10.07 "Utility Handhole (Junction Box)" as this item was accounted for in bid item 12.02.

The Bid Form adds a description to clarify bid item 12.01 to read "24 x 24 Utility Boxes (other)".

The Bid Form changes the total of bid item 12.02 "24 X 24 Utility Hand Holes at lights" from 36 to 26.

The Bid Form changes bid items in 19.0 Striping to be 3M Stamark™ Pavement Marking Tape in various sizes and colors. (See Bid Form)

- **JOB SPECIAL PROVISIONS:**
  No Changes

CHANGES TO THE CONSTRUCTION PLANS

- No Changes

All bidders are requested to sign the Acnowledgment below and include with bids to confirm receipt of Addendum No. 3.

Signature
Acknowledged by Bidder

END OF ADDENDUM No. 03

417.886.7171 2826 South Ingram Mill Springfield, MO 65804
816.436.4440 1100 Main St., Suite 2890 Kansas City, MO 64105
www.greatriv.com

PRE-BID CONFERENCE AGENDA

Project: HISTORIC DOWNTOWN BRANSON PHASE 3 STREETSCAPE IMPROVEMENTS
GRE PROJECT #3636

Date and Location: Wednesday October 12, 2016 at the Pacific Street Water Tower Conference Room located at 616 Pacific Street in Branson, MO

Time: 2:00 PM

Agenda:

- **Introductions:** Jerany Jackson, Spencer Jones, David Lundstrom with Great River Engineering (GRE)
  David Miller, Wayne Glenn, Cheryl Harrison with the City of Branson

- **Point of Contact:** Key person(s) to contact for questions or interpretations on the plans --
  Jerany Jackson, 417-886-7171

- **Project Description:** The construction includes total reconstruction of Commercial Street from Pacific Street to Atlantic Street. The streetscape improvements include, but are not limited to the following items of work: removals, excavation, roadway and sidewalk reconstruction, roadway lighting, water main, storm sewer, landscaping, irrigation, signing, temporary erosion control, temporary traffic control, construction of an overhead parking sign and other miscellaneous work included in the contract documents.

- **Bid Opening:** October 27, 2016 at 10:00 am at Branson City Hall, Commercial & Maddux, Branson, Missouri, 65616

- **Contract Documents:** Plans and Contract Document Book including Addenda 1, 2 **and 3** and all applicable and executable documents including but not limited to the Bid Form.

- **~~Davis Bacon~~ Missouri Wage Rate #23:** This project is a public improvement project and requires that prevailing wage be paid.

- **Requests for Substitution:** Submit to the Design Professional; unequal product will not be accepted. After award, no substitutions will be permitted without written approval in the form of a change order.

- **Use of Premises:** Contractor shall notify the City and Property Owners when crew will be on site. The site shall be maintained in a neat, clean and organized manner. Premises shall be cleaned on a daily basis. Workers shall be courteous and polite at all times. Obscene language, gestures, etc. will not be tolerated.

  There is some necessity for adjoiniug properties to remain in working order during construction. Please review requirements such as construction entrances, construction parking, restroom placement, interruption of utility services, noise levels, etc.

- **Staging for construction:** Contractor is responsible for identifying a staging area.

- **Utilities:** Contractor is responsible for temporary utility requirements including restroom facilities.

- **Grades, Lines, Levels and Survey:** Verify all grades, lines, levels, and dimensions as shown on the

Drawings, and report any errors or inconsistencies discovered in the above to the Owner's Representative before commencing work. Provide and maintain established benchmarks in not less than two widely separated places.

Contractor shall be required to have all lot corner markers disturbed by his operations reset by a registered land surveyor and will file with the City a certificate from the surveyor stating that said markers have been reset.

Contractor shall remove and dispose of all debris, rubbish and other materials resulting from current construction operations. Disposal shall be in accordance with all local, state and/or federal regulations governing such operations.

- **Cost-Plus Time Bidding:** Discussion of A + B method. (See handout for details)

- **Changes to the Documents:** Changes to the Documents can only be made through a change order or a supplementary instruction from the Design Professional. The Owner will verify whether a change is to be made or not. The Owner will not pay for unauthorized changes in the field.

- **Applications for Payment:** Submit on AIA Form or an equivalent to Owner's Representative. Applications shall be certified. Payroll and lien waivers are to be submitted with Pay Applications. Discussion of when applications for pay shall be submitted.

- **General Discussion - Question and Answer Session:**

A request was made by the meeting attendees for the City (Wayne Glenn) to coordinate the availability of viewing the water line improvements identified within the private property.

Question : On Page 91 of the Job Special Provisions, "LIQUIDATED DAMAGES SPECIFIED FOR CLOSURE OF MAIN AND COMMERCIAL INTERSECTION (STAGE 1)" Section 1.0 Construction and Closure of Main and Commercial Intersection (Stage 1). – What is meant by the term "per entrance" ?
Answer: Entrance as defined in the Phase 1 closure shall be referenced as "the Main and Commercial Intersection".

Clarification: Water valve lids will be provided by the City of Branson.

The City of Branson asked that the Striping on the project be changed to be a 3-M material. This change has been made in the Bid Form.

There were questions about the Notice to Proceed date for the project. The following schedule has been established as the City of Branson approval process schedule for the project:
October 27: Bid Opening
November 22: First reading of bid award at City Council meeting
December 13: Final reading of bid award at City Council meeting
December 14: Notice of award sent to contractor
January 2, 2017: Work starts

Historic Downtown Phase 3 Streetscape
City of Branson

Cost-Plus-Time Bidding

Information presented below is taken from "Briefing On FHWA Innovative Contracting Practices, SEP-14"

Cost-plus-time bidding, more commonly referred to as the A+B method, involves time, with an associated cost, in the low bid determination. Under the A+B method, each bid submitted consists of two components:

- The "A" component is the traditional bid for the contract items and is the dollar amount for all work to be performed under the contract.
- The "B" component is a "bid" of the total number of calendar days required to complete the project, as estimated by the bidder (Calendar days are used to avoid any potential for controversy which may arise if work days were used).

The bid for award consideration is based on a combination of the bid for the contract items and the associated cost of the time, according to the formula:

(A) + (B x Road User Cost / Day)

This formula is only used to determine the lowest bid for award and is not used to determine payment to the contractor.

A disincentive provision, that assesses road user costs, is incorporated into the contract to discourage the contractor from overrunning the time "bid" for the project. In addition, an incentive provision should be included to reward the contractor if the work is completed earlier than the time bid.

For critical projects that have high road user delay impacts, the A+B METHOD can be an effective technique to significantly reduce these impacts.

A significant number of States have chosen to use and evaluate this innovative method of contracting. Under SEP-14, 27 States and D.C. [AR, CA, CO, DE, GA, IA IN, ID, KY, MD, ME, MI, MN, MO, MS, NC, ND, NE, NV, NY, OK, PA, SC, TX, UT, VA, and WI] have used the A+B METHOD. After a five-year evaluation period, A+B bidding was declared operational on May 4, 1995 and is no longer considered to be experimental.

States that have used A+B have generally reported good results. Contract times have been reduced, costs have been acceptable and quality has been maintained. California used the A+B Method extensively during reconstruction efforts following the Northridge earthquake in 1994.

Liquidated Damages

Establishing Liquidated Damages (Road User Costs and Construction Administrative Cost) for the project. We reference the "Engineering Policy Guidelines" from the Missouri Department of Transportation.

Tables of Liquidated Damages. Liquidated Damages will be specified as two separate values in the contract: Road User Costs and Construction Administrative Costs.

Road User Costs *

AADT	Damages per Day
Under 3,500	$1,800
3,500 to 10,000	$2,300
10,001 to 20,000	$3,200
20,001 to 30,000	$5,400
30,001 to 50,000	$7,600
50,001 to 60,000	$9,800
Over 60,000	$11,400

* These costs are based upon Road User Costs for a 2-mile slowdown in traffic flow and work zone crash costs from previous history.

Construction Administrative Costs

Contract Amount		Damages per Day
From	Up To and Including	
$0	$500,000	$250
$500,001	$2,500,000	$500
$2,500,001	$5,000,000	$1,000
$5,000,001	$10,000,000	$1,500
$10,000,001	$20,000,000	$2,000
$20,000,001	over	$2,500

Note: The sum of Road User Costs plus Construction Administrative Costs shall not exceed 5% of the total contract amount.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
1.0	GENERAL				
1.01	Mobilization, Bonds, Insurance	1	LS	50,000.	50,000.
1.02	Removal of Improvements	1	LS	115,000.	115,000.
1.03	Undergrading	250	CY	37.00	9,250.
1.04	Contractor Furnished QA/QC Material Testing	1	LS	25,000	25,000
1.05	Contractor Furnished Surveying and Staking	1	LS	30,000	30,000
				SUBTOTAL of 1.0	229,250.
2.0	TEMPORARY TRAFFIC CONTROL				
2.01	Temporary Traffic Control Signage and Maintenance	1	LS	30,000.	30,000.
2.02	Temporary Light Weight Steel Barrier	40	LF	33.00	1,320
				SUBTOTAL of 2.0	31,320.
3.0	EROSION CONTROL				
3.01	Temporary Erosion and Sediment Control - Silt Sock	1	LS	3,000.	3,000.
3.02	Cleanup, Seeding & Fertilizing	0.5	AC	7,070	3,535
				SUBTOTAL of 3.0	6,535.
4.0	STORM WATER				
4.01	15" HDPP Storm Pipe	507	LF	48.00	24,336
4.02	18" HDPP Storm Pipe	69	LF	58.00	4,002.
4.03	24" HDPP Storm Pipe	292	LF	66.00	19,272
4.04	30" HDPP Storm Pipe	623	LF	79.00	49,217.
4.05	3' x 3' I.D. Junction Box	7	EA	2,799.	19,593.
4.06	Combination Inlet 3' X 3' I.D. Box w/Frame, Grate & Curb Box	15	EA	2,971.	44,565.
4.07	4' x 4' I.D. Junction Box	7	EA	2,948.	20,636.
4.08	Double Combination Inlet 3' x 6' I.D. Box w/ Frame, Grate & Curb Box	1	EA	4,366.	4,366.
4.09	4' X 4' I.D. Grated Inlet	1	EA	4,427.	4,427.
4.10	30" x 30" x 18" HDPP Tee	1	EA	1,019.	1,019.
4.11	Area Inlet 3' x 3' I.D. Box	1	EA	4,263.	4,263.
4.12	Triple Combination Inlet 3' x 9' I.D. Box w/ Frame, Grate & Curb Box	1	EA	5,519.	5,519.
				SUBTOTAL of 4.0	201,215

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
5.0	**WATER**				
5.01	8" Water Line	1025	LF	144.	147,600.
5.02	6" Water Line	21	EA	325.	6,825.
5.03	8" Gate Valve	25	EA	1,293.	32,325.
5.04	6" Gate Valve	4	EA	913.	3,652.
5.05	Fire Hydrant Assembly	3	EA	4,225.	12,675.
5.06	Water Service Connection (including furnish and install new Meter Vault & install existing/city provided meter)	11	EA	3,687.	40,557.
5.07	Connect to Existing City Water Main	9	EA	4,138.	37,242.
5.08	Interior Water Service from Meter to Point of Interior Building Connection (including required back-flow prevention devices)	4	EA	5,593	22,372.
5.09	Temporary connections, valves, dead-end assemblies as required to maintain water service to existing main during construction	1	LS	6,260.	6,260.
5.10	CTS Water Service - Festival Connection	24	EA	2,295.	55,080.
				SUBTOTAL of 5.0	364,588.
6.0	**STREET PAVEMENT**				
6.01	Conc. Pavement (Including Base Aggregate)	5100	SY	42.00	$214,200
6.02	Conc. Driveway/Alley approach (Including Base Aggregate)	244	SY	55.00	13,420.
6.03	Integral Concrete Curbs in Alley	478	LF	8.00	3,824.
				SUBTOTAL of 6.0	231,444.
7.0	**SIDEWALKS**				
7.01	Concrete Sidewalk (Including Base Aggregate)	605	SY	43.00	26,015.
7.02	30 " Concrete Curb and Gutter (Including Base Aggregate)	1645	LF	24.00	39,480.
7.03	Flat Curb and Gutter (Including Base Aggregate)	190	LF	21.00	3,990.
7.04	Thickened Edge Concrete Sidewalk	113	SY	64.00	7,232.
7.05	Handrail	34	LF	186.	6,324.
7.06	ADA Concrete Sidewalk Ramp (Including Base Aggregate)	15	SY	51.00	765.
7.07	Concrete Curb at ADA Ramps (Including Base Aggregate)	48	LF	28.00	1,344.
7.08	Truncated Domes	306	SF	43.00	13,158.
				SUBTOTAL of 7.0	98,308.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
8.0	**PAVERS (Endicott Clay Products Co., Endicott, NE)**				
8.01	A-1 Clay Brick Pavers - Mainfield, Basket Weave Patter 4" x 8" 2 1/4" thk (30/30/30/10 color blend) (2-1/2" thick paver, 1" Sand Setting Bed, polymeric sand in joints, 4" concrete base (MoDOT Class B w/ air), and 4" Type 5 aggregate)	7595	SF	28.00	212,660.
8.02	A-2 Clay Brick Pavers - Crosswalk Herringbone Pattern 4" x 8" x 2 5/8" thk (70/30 color blend) (2-5/8" thick paver, 1" Sand Setting Bed, polymeric sand in joints, 4" concrete base (MoDOT Class B w/ air), and 6" Type 5 aggregate)	5281	SF	25.00	132,025.
8.03	A-3 Clay Brick Pavers - Running Bond Panels Stack Bond Pattern 4" x 8" x 2 1/4" thk (100% medium ironspot #45) (2-1/2" thick paver, 1" Sand Setting Bed, polymeric sand in joints, 4" concrete base (MoDOT Class B w/ air), and 4" Type 5 aggregate)	276	SF	37.00	10,212.
8.04	A-4 Clay Brick Pavers - Soldier Course Pattern, 4" x 8" 2 5/8" thk (100% Manganese) (2-5/8" thick paver, 1" Sand Setting Bed, polymeric sand in joints, 4" concrete base (MoDOT Class B w/ air), and 6" Type 5 aggregate)	220	SF	26.00	5,720.
				SUBTOTAL of 8.0	360,617.
9.0	**UTILITY ADJUSTMENT**				
9.01	Adjust Existing Manhole Top	3	EA	432.	1,296.
9.02	Adjust Clean-out Top	4	EA	138.	552.
				SUBTOTAL of 9.0	1,848.
10.0	**STREET LIGHTING**				
10.01	24" Dia. Foundation for Pedestrian Light Pole	22	EA	859.	18,898.
10.02	36" Dia. Foundation for Street Light	4	EA	962.	3,848.
10.03	Box Street Light	4	EA	4,598	18,392.
10.04	Utility Pull Box (4'X2')	4	EA	1,344.	5,376.
10.05	24" Dia. Foundation (for future Fed. Push Button)	4	EA	859.	3,436.
10.06	Junction Box with cover (future for traffic control panel)	1	EA	953	953
~~10.07~~	~~Utility Handhole (Junction Box)~~	~~22~~	~~EA~~	Deleted in addendum #3	
				SUBTOTAL of 10.0	50,903.
11.0	**LIGHT FIXTURES**				
11.01	Install Owner Provided Light Pole Assembly	1	LS	26,658.	26,658.
				SUBTOTAL of 11.0	26,658.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
12.0	**UTILITY BOXES/HAND HOLES/FESTIVAL/UTILITY VAULTS**				
12.01	24 x 24 Utility Boxes	14	EA	953.	13,342.
12.02	24 X 24 Utility Hand Holes at lights	~~31~~ 26	EA	953.	24,778.
12.03	24 X 24 Festival/Uitlity Vaults w/ divider	24	EA	1,210.	29,040.
12.04	Spare Meter Lids	24	EA	168.	4,032
				SUBTOTAL of 12.0	71,192.
13.0	**CONDUITS/WIRE**				
13.01	2" PVC Conduit	7390	LF	8.00	59,120.
13.02	3" PVC Conduit	413	LF	9.00	3,717.
13.03	4" PVC Conduit	10371	LF	8.00	82,968
13.04	1.5" GRS Conduit	5	LF	7.00	35.00
13.05	2" GRS Conduit	75	LF	13.00	975.
13.06	4" GRS Conduit	50	LF	14.00	700.
13.07	#12 THHN copper wire	25	LF	1.00	25.00
13.08	#10 THHN copper wire	16352	LF	1.00	16,352.
13.09	#8 THHN copper wire	42611	LF	2.00	85,222.
13.10	#6 THHN copper wire	2660	LF	2.00	5,320.
13.11	#3 THHN copper wire	12670	LF	2.00	25,340.
13.12	#1 THHN copper wire	25	LF	3.00	75.00
13.13	#3/0 THHN copper wire	580	LF	4.00	2,320.
13.14	350 MCM copper wire	230	LF	6.00	1,380.
				SUBTOTAL of 13.0	283,549.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
14.0	**ELECTRICAL EQUIPMENT**				
14.01	600A NF Panel, 15k, 84-pole, NEMA 3R Enclosure; 600A Disconnect, Fused, NEMA 3R Enclosure; CT Cabinet; Meter Base; Contractor cabinet (NEMA 3R); Unistrut Frame (apprx. 6'Hx14'L)	1	LS	17,210	17,210.
14.02	Weatherproof rough- in box	48	EA	128.0	6,144.
14.03	Weatherproof in-use cover	48	EA	133.	6,384.
14.04	20A, 120V GFCI duplex receptacle	24	EA	140.	3,360.
14.05	50A, 220V twistlock receptacle	24	EA	215.	5,160.
14.06	Wireless Lighting Control	1	LS	27,870.	27,870.
				SUBTOTAL of 14.0	66,128.
15.0	**IRRIGATION**				
15.01	PVC Manual Globe Valve (in Emitter box)	19	EA	50.00	950.
15.02	RainBird XFS Dripline - Subsurface	706	LF	2.00	1,412.
15.03	24" Irrigation Utility Pull Box	20	EA	1,039.	20,780.
15.04	2" Sch 40 PVC install within 6" Sleeve	939	LF	17.00	15,963.
15.05	1" PE install within 3" Sleeve	1100	LF	8.00	8,800.
15.06	Irrigation Control Wire Rainbird 12/2 max cable install within 2" Sch 40 PVC Sleeve	939	LF	7.00	6,573.
15.07	1" Ball Valve NBCO #180	4	EA	157.	628.
15.08	Rainbird XCF-100-ppf Control Zone Drip Valve w/ filtration	4	EA	502.	2,008.
15.09	Phase 3 system connects to 2" irrigations main and control wire Point of Connection (P.O.C.)	2	EA	377.	754.
15.10	Quick Coupler	12	EA	239.	2,868.
				SUBTOTAL of 15.0	60,736.

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
16.0	**SIGNS**				
16.01	Install Owner Provided Street Name Sign Assemblies	1	LS	1,185.	1,185
16.02	Stop Sign (Including Aluminum Square Tube Post)	8	EA	612.	4,896.
16.03	Bus Parking (Including Aluminum Square Tube Post)	1	EA	556.	556.
16.04	No U Turn (Including Aluminum Square Tube Post)	3	EA	556.	1,668.
16.05	Handicap Parking Signage (Including Aluminum Square Tube Post)	4	EA	481.	1,924.
16.06	Reserved Parking (Including Aluminum Square Tube Post)	1	EA	481.	481.
16.07	2 Hr. Parking (Including Aluminum Square Tube Post)	7	EA	481.	3,367.
16.08	One Way - Do Not Enter (Including Aluminum Square Tube Post)	1	EA	481.	481
				SUBTOTAL of 16.0	14,558.
17.0	**FURNITURE**				
17.01	Install Owner Provided Street Furnishings	1	LS	8,335.	8,335
17.02	Bicycle Racks	4	EA	1,300	5,200.
				SUBTOTAL of 17.0	13,535.
18.0	**LANDSCAPING**				
18.01	6" X 8" Limestone Planter Curb	760	LF	190.	144,400.
18.02	Limestone Bollards	11	EA	2,334.	25,674.
18.03	Echinacea purpurea "Purle Coneflower" 1 Gal	50	EA	19.00	950.
18.04	Tulilpferius species "Tulips" Bulb	60	EA	2.00	120.
18.05	Rudbeckia hirta Missouriensis "Black Eyed Susan" 1 Gal	18	EA	19.00	342.
18.06	Narcissus jonquillae "Daffodil" Bulb	159	EA	2.00	318.
18.07	Hemerocallis Hybrids "Hybrid Day Lily" 1 Gal	28	EA	19.00	532.
18.08	Vinca Minor "Vinca" 1/2 Gal	288	EA	13.00	3,744.
18.09	Liriope spicata "Lily Turf" 1 Gal	216	GAL	18.00	3,888.
18.10	Cornus sericea 'Kelseyi' "Kelsy's Dwarf Red-Osier Dogwood" 5 Gal	52	EA	75.00	3,900.
18.11	Sporobolus heterolepsis "Prarie Dropseed" 1 Gal	105	EA	18.00	1,890.
18.12	Wood Mulch	140	SY	88.00	12,320.
18.13	Planting Mix Backfill	47	CY	94.00	4,418.
				SUBTOTAL of 18.0	202,496

BID FORM
BRANSON DOWNTOWN STREETSCAPE - PHASE 3

10/25/2016

Item	Description	Quantity	Units	Unit Price	Total Item Cost
19.0	**STRIPING**				
19.01	3M Stamark™ Pavement Marking Tape - 4 in. White on 6 in. Black	1084	LF	13.00	14,092.
19.02	3M Stamark™ Pavement Marking Tape - 4 in. Yellow Centerline	542	LF	5.00	2,710.
19.03	3M Stamark™ Pavement Marking Tape, 4" White on 6" Black - Handicap Parking Symbol	4	EA	533.	2,132
				SUBTOTAL of 19.0	18,934
20.0	**Overhead Parking Sign**				
20.01	Overhead Parking Sign	1	LS	30,000.	30,000.
				SUBTOTAL of 20.0	30,000.

TOTAL CONSTRUCTION COST BASE BID (Items 1.0 - 20.0) 2,363,814

Time for Road Closure	43 days
Average Daily Road-User Cost at $2,300 per day multiplied by days bid	$ 98,900
Construction Administrative Cost at $1,000 per day multiplied by days bid	$ 43,000

TOTAL CONSTRUCTION COST AND CLOSURE TIME COST $ 2,505,714

Items listed for bid are used for comparison of bids and payment to contractor. All necessary items needed for complete project are not listed. Any items required for completion of project and not specifically listed herein shall be considered incidental to the project and shall be incorporated into the total bid price.

AIA Document A310

Bid Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

KNOW ALL MEN BY THESE PRESENTS, that we HUNTER CHASE & ASSOCIATES INC, 1200 E Woodhurst Dr, Ste J-200, Springfield, MO 65804

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Branson, 110 W Maddox, Branson, MO 65616

as Obligee, hereinafter called the Obligee, in the sum of $, 5% of the attached bid.
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Branson Downtown Streetscape - Phase 3

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of October, 2016.

Hunter Chase & Associates, Inc.

(Principal) (Seal)

Mary Beth Hartman President

(Name, Title)

Hartford Fire Insurance Company

(Surety) (Seal)

Gerry Springer

Gerry Springer, Attorney-in-Fact

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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 *or fax:* 860-767-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT: Agency Code: 37-330124

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited

Gerry Springer, Juliette Kelley, Mark Roberts of SPRINGFIELD, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2008, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 25, 2016

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Hunter Chase + Associates, Inc.

2. Permanent main office address. 1200 E. Woodhurst Drive, J-200, Spfld, MO 65804

3. When organized. 1996

4. If a corporation, where incorporated. Missouri

5. How many years have been engaged in the contracting business under your present firm or trade name? Since 1996

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). See Work in Process Schedule - attached.

7. General character of work performed by your company. Concrete construction, stormwater streetscapes, low water bridges

8. Have you ever failed to complete any work awarded to you? No

9. Have you ever defaulted on a Contract? No

   If so, where and why? N/A

10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? NO

    If so, where and why? N/A

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

12. List your major equipment available for this Contract. Excavators, Backhoes, mini excav. Dozers, all necessary

13. Experience in construction work similar in importance to this project. See attached list of completed Projects. multiple streetscapes in Spfld, Ozark, Joplin

14. Background and experience of the principal members of your organization, including the officers.

15. Credit available: $ Any amount necessary - We are largely self financed

16. Give Bank Reference: Mark Harrington, Old Missouri Bank

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recital comprising this statement of Bidder's Qualifications.

19. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations; None

(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and None

(c) Criminal proceedings. None

Dated at Springfield, MO this 25 day of October, 2016.

Hunter Chase & Associates, Inc.
(Name of Bidder)

By Mary Beth Hartman

Title President

STATE OF Missouri)
) SS.
COUNTY OF Greene)

Mary Beth Hartman being duly sworn deposes and says that ~~he~~ she is President of Hunter Chase & Associates, Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 25 day of October, 2016.

(Notary Public)

DANIEL R. ZIMMERMAN
MY COMMISSION EXPIRES
October 24, 2018
NOTARY SEAL
#14006811
GREENE COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

My Commission Expires:

Oct 24, 2018

Hunter Chase -Backlog/Work in Progress as of 10/26/2016

Project	Value	Percent Complete	Value Complete	Work Remaining
825 VA Hospital	$ 342,301.00	0%	$ -	$ 342,301.00
824 Chestnut Ph 2 (Lehman Const)	$ 506,615.00	0%	$ -	$ 506,615.00
823 MSU SunVilla (Rio)	$ 24,481.00	0%	$ -	$ 24,481.00
822 Anchor Hill/Spring Hill Road	$ 176,927.90	0%	$ -	$ 176,927.90
821 Smyrna,Parchcorn & Cottonwood	$ 61,903.00	0%	$ -	$ 61,903.00
820 College and Broadway	$ 1,145,608.00	0%	$ -	$ 1,145,608.00
819 Branson West Walks and Lighting	$ 243,358.00	85%	$ 206,854.30	$ 36,503.70
818 Bryant and Market	$ 247,950.00	15%	$ 37,192.50	$ 210,757.50
817 Willard Sidewalk	$ 44,588.00	100%	$ 44,588.00	$ -
816 Arvest Bank	$ 208,909.00	25%	$ 52,227.25	$ 156,681.75
815 Commercial Streetscape Ph 5	$ 992,509.00	75%	$ 744,381.75	$ 248,127.25
814 Jefferson Streetscape Ph 1	$ 533,334.00	75%	$ 400,000.50	$ 133,333.50
813 Carthage Sidewalk	$ 240,019.00	100%	$ 240,019.00	$ -
812 Chestnut PH 1 (D&E)	$ 187,693.00	100%	$ 187,693.00	$ -
809 Nixa Intersection	$ 110,904.90	0%	$ -	$ 110,904.90
802 Rogersville Bridge	$ 98,936.90	100%	$ 98,936.90	$ -
776 Rogersville Project Freeway	$ 716,146.00	100%	$ 716,146.00	$ -
	$ -			$ 3,154,144.50

Completed JOBS

Job	Description	Contract Value
100	CHERRY & BARNES	$ -
501	Peachtree Village Concrete	$ 4,500.00
502	Smith & Grant Street	$ 24,272.40
503	Booneville & Olive	$ 1,008.00
504	Rte 65 Greene Co / APAC	$ 315,535.88
505	Hammon & Cherry	$ 7,478.88
506	Stone Co. J8P0452	$ 270,708.94
507	Bass Pro Museum	$ 2,801.75
509	Holland Street	$ 64,338.90
510	Sherman Avenue	$ 47,164.00
511	Polk Co J8P0592	$ 727,597.71
512	Annual Sidewalks -City of Spfd	$ 208,205.35
513	Nichols Street	$ 4,320.00
514	Fort and Grand St. -Hartman	$ 139,042.80
515	Second Baptist Church	$ 8,346.08
516	Jordan Creek Greenway	$ 22,151.75
517	Greene County Job	$ 62,077.02
518	#2 - Sidewalks #1PW5035	$ 200,367.55
520	4th Sidewalk #2PW5091	$ 137,126.42
521	3rd Sidewalk #2PW5094	$ 141,664.73
522	Polk County #J8S0550	$ 36,081.38
523	St. Johns Street improvement	$ 71,070.35
524	GRANT & NORTON	$ 39,100.56
525	C.U. - BUS TURNOUT	$ 82,279.00
526	Dallas Co. - Hartman	$ 9,092.20
527	TRADE CENTER DEMOLITION	$ 25,550.00
528	Republic Parks - #200213	$ 45,051.00
530	Rt 13 Polk Co #32928	$ 516,496.98
531	Bennett & Fort / TT & T	$ 27,203.00
532	5th Sidewalk - #2PW5193 / 02B	$ 280,684.83
533	6th Sidewalk-#02C/2PW5205	$ 285,755.22
534	C.U. 2nd Bus Turnouts #405-C	$ 59,868.26
535	Greene Co Bridge #16700371	$ 22,125.00
536	COMMERCIAL STREET	$ 54,348.66
537	GREENE CO BRIDGES	$ 15,848.00
538	Central Street Bridge-Hartman	$ 28,683.47
539	1-44/GLENSTONE - #J8P0721	$ 72,139.00
540	FRIENDLY FORD	$ -
541	Target Store	$ -
542	SMSU #030521-187	$ 10,890.00
543	Rte LP44 Greene #J8S0699	$ 105,696.95
544	REPUBLIC - LYNN STREET	$ 98,456.11
545	BOONVILLE STREETSCAPE - HARTMA	$ 76,302.60

546	Glenstone/Kearney #J8S0698	$ 190,354.27
547	OZARK DOWNTOWN REVITALIZATION	$ 212,066.61
548	Webster #J8P0706	$ 4,186.50
549	WEBSTER #J8P0703	$ 17,036.02
550	MODOT #J8M0060	$ 80,870.75
551	Jordan Creek Greenways #2	$ 678,468.92
552	#7 Sidewalks - #4PW5408/04A	$ 258,604.76
553	Greene #J8P0677 - Republic	$ 1,006,548.58
554	SMSU - Hartman	$ 54,984.00
555	Kansas/Kearney #J8P0697 HC	$ 156,035.23
556	Sidewalks - #4PW5410/04-C	$ 205,806.23
557	MARTIN INVESTMENTS	$ 31,676.67
558	Rt 744(Kearney) #J8S0744B	$ -
559	E. TRAFFICWAY STREETSCAPE 2	$ 421,133.80
560	SMSU Intermodal Parking Garage	$ 692,467.40
562	TRAFFICWAY #3 - Hartman	$ 208,942.00
563	Sidewalks #5PW5598/05A	$ 141,607.64
564	ST. JOHNS	$ 170,736.20
565	OZARK SCHOOL	$ 31,313.10
566	PEACHTREE VILLAGE	$ 1,250.00
567	Woodhurst Offices	$ 2,834.27
568	Sealing/Striping St. Johns	$ 15,510.00
569	OTC Curb & Gutter	$ 9,964.00
570	Division & Glentstone	$ 180,003.83
571	SIDEWALKS - 5PW5622	$ 323,703.11
572	Bus Turnouts- #446-C	$ 103,202.75
573	East 550th Street Bridge - HC	$ 30,870.75
574	Primrose & Fremont #5PW5623	$ 130,695.15
575	Rt 160 & FF #J8P0771	$ 29,883.10
576	Farm Road 144- Bridge Greene	$ 22,776.25
577	CU- Bus Turnouts #445-C	$ 312,284.95
578	Maintance Sidewalks #05D	$ 335,462.98
579	NORTH VALLEY ESTATES	$ 663,430.25
580	PATTON AVENUE #5PW5673	$ 191,625.30
581	HEER'S TOWER - PROST BUILDERS	$ 5,280.00
582	SIDEWALKS #5PW5644	$ 200,869.85
583	FR RD 215 -Greene Co Bridge-HC	$ 20,200.41
584	STONE CO #J8P0770 - HC	$ 37,841.86
585	LOWES- REPBULIC	$ 80,896.00
586	OZARK DWNTOWN PHASE 2	$ 432,961.40
587	Spfd Striping & Sealing	$ 38,168.83
588	Newman - Retaining Wall	$ 18,933.75
589	Apartments- Bryan Properties	$ 17,275.90
590	West Bypass - #J8U0535	$ 381,358.20

591	Lombard Drainage -#2PW5212	$	916,110.35
592	Commercial Streetscape #	$	842,989.45
593	OZARK STORM DRAINAGE	$	30,960.00
594	BRANSON WEST-JOURNAGAN	$	25,780.96
595	BILL DAVIS JOB	$	6,679.50
596	CHERRY & ELM #5PW5684	$	962,083.84
597	DIVISION/PACKER RD #5PW5698	$	301,587.17
598	BUS TURNOUTS #465-C	$	162,409.87
599	SIDEWALKS #6PW5744 06A	$	245,797.80
600	ROUTE T - #J8S0725	$	30,006.93
601	BATTLEFIELD MALL-SPFD STRIPING	$	32,143.20
602	FORT & BROADMOOR DRAINAGE	$	258,919.07
603	MSU- JQH ARENA	$	44,629.33
604	SS LIGHTING #6PW5852 06B	$	192,003.57
605	JAMES RIVER ASSEMBLY	$	36,134.59
606	MOVING TANKS - HARTMAN	$	1,080.00
607	STRIPING & SEALING	$	14,818.80
608	OZARK JOB - Greenways	$	207,769.15
609	HAMMONS OFFICE - PLAZA REALTY	$	8,982.20
610	WALNUT LAWN IMPROVEMENTS	$	34,912.00
611	ERIE & CAMPBELL - HARTMAN	$	6,340.82
612	LAKEWOOD&NATIONAL - HC	$	1,218.75
613	STRAWBERRY FIELDS - HC	$	44,703.75
614	BOONVILLE AVE STREETSCAPE III	$	406,050.33
615	WILLARD FIRE STATION	$	5,960.00
616	THELMA DRAINAGE #6PW5899	$	136,019.40
617	GREENE CO MAINT CONTRACT	$	446,085.53
618	M HIGHWAY BRIDGE - HARTMAN	$	34,667.85
619	CHRISTIAN CO #J8P0787	$	626,661.47
620	ST. JOHNS	$	740,360.91
621	SIDEWALKS #07B	$	368,676.05
622	WEBSTER CO #J8S0820	$	209,813.02
[redacted]			
624	OZK - SIDEWALKS #HR06-193	$	73,422.76
625	SW WATER TREATMENT PLT	$	46,224.53
626	Pickwick Streetscape #6PW5775	$	187,810.01
627	COLLEGE STATION STREETSCAPE	$	1,792,097.09
628	BLACKMAN ROAD IMPROVEMENTS	$	885,131.42
629	NATIONAL & CHESTNUT	$	166,558.98
630	GLENSTONE & PRIMROSE	$	12,744.00
631	OZK FINLEY PHASE II	$	303,064.62
632	SIDEWALKS #07D	$	285,200.45
633	ST. JOHNS PHASE II	$	53,129.20
634	BUS TURNOUTS #526-C	$	68,860.86

635	JQH - DRAINAGE	$ 44,285.00
636	COMMERCIAL STREET III	$ 488,191.81
637	PLAZA REALTY	$ 2,923.65
638	PARK CENTRAL SQUARE	$ 1,176,312.81
639	RT 14 #J8P0588F	$ 642,447.80
640	GREENE CO 744 (65 & KEARNEY)	$ 220,051.93
641	MSU - PARKING LOT	$ 39,769.20
642	GREENE CO SIDEWALKS	$ 79,879.63
643	SIDEWLKS #08D	$ 244,322.15
644	WILLARD R-2 SCHOOLS	$ 117,988.80
645	SIDEWALKS #08C #7PW6046	$ 390,396.56
646	CITY OF WILLARD	$ 84,273.90
647	ASSEM OF GOD PARKING LOT	$ 77,128.95
649	RT 13 & I-44	$ 59,719.93
650	COX PARKING GARAGE	$ 41,048.72
651	CHERRY ST #7PW6041	$ 694,844.70
652	KANSAS & BROADMOOR	$ 99,451.25
653	CHRISTIAN CO PAVING	$ 91,572.50
654	FARM RD 97 #09701241	$ 171,945.80
655	ST. LOUIS STREETSCAPE	$ 191,069.30
656	KANSAS & EVERGREEN	$ 52,494.63
657	GREENE CO MAINT	$ 273,894.00
658	CITY OF BOLIVAR	$ 151,135.28
659	BROOKLINE	$ 69,340.00
660	FINLEY FALLS-SEYMOUR	$ 119,583.05
661	CITY OF JOPLIN	$ 654,894.17
663	SIDEWALKS #09B	$ 336,801.24
664	A ST & MCCOY CULVERT-JOPLIN	$ 48,225.00
665	32nd to 33rd DRAINAGE-JOPLIN	$ 101,409.00
667	WILHOLT STREETSCAPE	$ 278,691.56
668	CLOVERDALE SDWALK-BATTLEFIEL	$ 57,691.00
669	CITY OF OZK SIDEWALK	$ 192,045.00
670	RTE 76 #J8P0764 & J8P0799	$ 147,290.13
671	BENTON STREETSCAPE	$ 133,401.00
672	SIDEWALKS 09D #9PW6220	$ 331,905.02
673	WALNUT STREETSCAPE	$ 267,598.60
674	ALLEN DRIVE - Greene Co	$ 9,247.36
675	SUNSET PLAZA	$ 100,107.90
676	FASSNIGHT CREEK	$ 200,135.00
677	TANEY CO #J8P2216 SIDEWALKS	$ 117,069.00
678	DOVER & JONATHAN STORMWATER	$ 139,596.49
679	MT GROVE SIDEWALKS	$ 73,840.00
680	WILLIAMS FORD BRIDGE-DALLAS CO	$ 133,092.80
681	Battlefield-Old Wire Road	$ 141,158.00

682	JASPER CO BRIDGE	$	23,290.00
683	BUS TURNOUTS MAINT CONTRACT	$	231,781.58
684	Modot/Branson II #J8S0010B	$	335,161.90
685	JOPLIN STREETSCAPE PHASE V	$	791,373.73
686	PARK CRT SQUARE E&W STREETSCAP	$	527,103.23
687	WEAVER/CAMPBELL #2010PW0004T	$	144,283.71
688	CRANE SIDEWALKS	$	160,940.40
689	SCHOOL ROAD BRIDGE	$	117,372.00
690	Campbell #J8P0792-Hartman	$	341,069.80
692	Rte Bus 65 #J82150-Glenstone	$	299,835.79
693	Dewitt-Hutchens House Project	$	187,386.60
695	BOONVILLE STREETSCAPE	$	348,550.29
696	JOPLIN 26th & MAIN	$	401,018.37
697	DEWITT/REC. CENTER	$	181,437.00
698	GREENE CO PUBLIC SAFETY	$	600,450.00
699	GREENE CO MAINT CONTRACT 2011	$	315,879.80
700	65/248 Taney J8P0798/J8P2370	$	128,517.51
701	APAC - BL 44	$	59,085.93
702	EMPIRE BANK- Hartman	$	68,778.30
703	BASS PRO - Hartman	$	4,316.25
704	MISC JOBS	$	-
705	BOLIVAR SIDEWALKS	$	84,853.40
706	ROARK CREEK TRAIL	$	149,933.40
707	FOX GRAPE-Empire Bank	$	23,664.00
708	WALNUT STREETSCAPE III	$	1,106,377.05
710	FASSNIGHTPARK GREENWAY TRAILS	$	4,800.00
711	RT 266 - APAC	$	306,395.02
712	CLOVERDALE-Battlefield	$	14,472.00
713	ELM STREET-Battlefield	$	26,610.00
714	FARM RD 68 BRIDGE	$	16,000.00
715	WOODHURST OFFICES	$	10,767.00
716	Commercial SS Phase IV	$	241,341.35
717	CU Bus Facility/Branco	$	722,579.94
718	Boonville SS Phase 2	$	232,646.93
719	RTE 44 PAVEMENT-APAC	$	102,444.24
720	DRY SAC TRAIL	$	224,062.30
721	CHESTNUT DIAMOND-Hartman	$	132,675.60
722	CAMPBELL SIDEWALKS	$	431,904.30
723	Inters Improvemnt 2012-1	$	139,490.19
724	Evans Rd & S. Wood Ave	$	209,403.60
725	JAMES RIVER-APAC	$	25,706.25
726	Rt 14 Christian Co-Hartman	$	60,282.00
727	OZK SIDEWALK IMPROVEMENTS	$	33,539.00
728	BOLIVAR SAFE PASSAGE III	$	183,005.00

729	Hammons Tower ADA Ramp	$ 1,335.25
730	AURORA STREETSCAPE	$ 209,797.00
731	FR RD 231 - Hartman	$ 9,069.50
732	BUS MAINT CONTRACT	$ 391,188.15
733	COS-PAVEMENT REPAIRS	$ 1,024,624.30
734	STRAFFORD SIDEWALKS	$ 155,556.60
735	KANSAS EXP-DIAMOND	$ 198,931.30
736	Sidewalks 12B- COS	$ 154,981.27
737	MERCY - EAST PAVILLIION	$ 119,103.80
738	RT 14 - HARTMAN	$ 128,757.90
742	College StationStreetscape IV	$ 1,152,265.75
744	OATS TRANSIT CENTER	$ 364,019.00
745	HARTMAN MISC JOBS	$ 70,237.95
746	PROPERTY MISC JOBS	$ 55,646.00
747	GREENE CO MAINT 2013	$ 27,780.00
748	RTE 744, 44, 60 - GREENE CO	$ 1,421,223.38
750	JOPLIN HIGH SCHOOL	$ 1,266,543.35
751	MT VERNON FB STADIUM	$ 94,214.50
752	CU BUS LIFT BLDG	$ 80,294.91
753	GREENE CO MORGUE	$ 141,373.00
754	ROARK TRAIL	$ 134,790.00
755	OZK HEALTHY SIDEWALK	$ 130,517.40
756	AVCRAD SERVICE ROAD	$ 85,125.98
757	COS-PAVEMENT REPAIRS	$ 983,020.14
759	FR 186/99 - Hartman	$ 67,657.00
760	MSU-ATHLETIC FIELD	$ 431,797.83
761	HAS- PARKING LOT	$ 166,230.80
762	BOONVILLE - PH 4	$ 457,299.50
763	SPFD AIRPORT	$ 421,298.39
764	COLLEGE STREET	$ 445,762.48
765	MODOT RT M&W	$ 192,042.00
766	McDANIEL STREETSCAPE	$ 226,107.98
767	NABHOLTZ GOLF COURSE	$ 220,410.00
768	SHERWOOD SCHOOL-SPFD	$ 94,842.60
769	LINK CROSSING	$ 195,308.75
770	WILLARD SIDEWALKS	$ 125,489.00
772	MSU-DARR AGG LANE	$ 116,315.50
773	MSU-OCCUPATIONAL CTR	$ 55,462.50
774	ROUTE 13- Hartman	$ 148,913.89
775	GOV'T PLAZA	$ 464,594.43
776	ROGERSVILLE FREEWAY	$ 651,037.85
777	ROSE HILL ROAD BOX CULVERT	$ 89,472.25
778	GIRARD PRACTICE FACILITY	$ 53,000.00
779	OZARK SIDEWALKS	$ 107,588.50

780	BATTLEFIELD BDI	$	654,690.22
781	COS SIDEWALKS - 14A	$	165,102.44
782	FR 66 / HARTMAN	$	41,889.00
783	C.U. BUS TURNOUTS 2015	$	137,979.16
784	JOPLIN SIDEWALKS	$	393,463.96
785	STRAFFORD SIDEWALKS	$	205,452.00
786	GREENE COUNTY MAINTENANCE	$	-
787	1ST BOX CULVERT	$	52,618.05
788	MoDOT J7P2207B-G02 Aurora	$	592,314.62
789	MoDOT J8P3035C - RT 744	$	567,025.69
790	MoDOT J8S3025 - GREENE CO RTS	$	525,788.35
791	MoDOT J8S3026 - LP 44/BUS 65	$	231,875.30
792	REPUBLIC ROAD PH 2	$	293,900.04
793	CU BUS TRANSFER FACILITY	$	541,099.95
794	JQH TRANSITWAY	$	410,247.12
795	JEFFERSON STREETSCAPE PHASE 2	$	1,297,392.00
796	FREMONT SCHOOL EXPANSION	$	247,746.00
797	FR 141 - GREENE COUNTY	$	58,574.45
798	PHELPS ST STREETSCAPE	$	383,273.40
799	SCHOOL SIDEWALK PROJECT 15B	$	418,761.00
800	FR 167 - GREENE COUNTY	$	44,325.00
801	FR 235 - GREENE COUNTY	$	32,960.00
802	J7S3046 - ROUTE B ROGERSVILLE	$	344,656.69
803	SHOP MAINTENANCE	$	
804	MISC - TIME & MTL JOBS	$	76,394.00
805	MAIN AVE STREETSCAPE - PHASE 1	$	579,246.20
806	2016 C.U. BUS TURNOUT PROJECT	$	16,233.80
807	J0P3011I - RT 14 CHRISTIAN CO	$	147,793.00
808	J7P3038B - RT 65 DALLAS CO	$	205,405.00
809	MoDOT J892219 - RT 14	$	-
810	VERONA SIDEWALK IMPR PHASE II	$	69,287.00
811	MoDOT J7P3100 - McDONALD CO	$	47,271.00
812	MoDOT J8P2196B - CHESTNUT & 65	$	100,000.00
813	CARTHAGE SIDEWALK IMPROVEMENTS	$	78,728.00
814	JEFFERSON STREETSCAPE PHASE I	$	32,128.00
815	COMMERCIAL STREETSCAPE PHASE 5	$	265,861.00

	$ 65,330,083.37
	Overhead
	Total Cost
	Net Profit

SUB-CONTRACTOR DISCLOSURE FORM

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Signal Strength

ADDRESS: _____

PHONE: 417-868-8006

CONTACT PERSON: Susie Turner

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
10.03				
11.01				
13.07-13.14				
14.01-14.06				

TOTAL 247,212

PRIME CONTRACTOR: Hunter Chasel Associates

SIGNATURE: Tim Mann

DATE: 10/26/16

(Note: Subcontractor Qualifications may be required prior to Bid Award.

Subcontractor Approval_____ Date _____

SUB-CONTRACTOR DISCLOSURE FORM

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Advanced Landscape

ADDRESS: _____

PHONE: 417-869-5050

CONTACT PERSON: Jerry Olson

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
8	Pavers		241,808	
			170,085	
18.1- 18.2				
			TOTA	411,893

PRIME CONTRACTOR: Hunter Chase & Associates

SIGNATURE: [signature]

DATE: 10/26/16

(Note: Subcontractor Qualifications may be required prior to Bid Award.

Subcontractor Approval_____Date _____

SUB-CONTRACTOR DISCLOSURE FORM

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Pinnacle Sign

ADDRESS: _____

PHONE: _____

CONTACT PERSON: 417 869-6468

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
20.01	Over Head Parking Sign	1	3427	

TOTAL 3427

PRIME CONTRACTOR: Hunter Chase & Associate

SIGNATURE: [signature]

DATE: 10/26/16

(Note: Subcontractor Qualifications may be required prior to Bid Award.

Subcontractor Approval_____ Date _____

SUB-CONTRACTOR DISCLOSURE FORM

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Hamilton & Dad

ADDRESS: _____

PHONE: 417-844-1025

CONTACT PERSON: Jerry Hamilton

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
5.0	Water Schedule			364,837

TOTAL _____

PRIME CONTRACTOR: Hunter Chase & Associates Inc

SIGNATURE: Mary Beth Hartman

DATE: October 25, 2016

(Note: Subcontractor Qualifications may be required prior to Bid Award.

Subcontractor Approval _____ Date _____

SUB-CONTRACTOR DISCLOSURE FORM

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: KW Luetkemeyer

ADDRESS: 4506 Country Club Drive
Jefferson City MO

PHONE: 573-893-7196

CONTACT PERSON: Mike Luetkemeyer

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
19	Striping		18,938	

TOTAL 18,938

PRIME CONTRACTOR: Hunter Chase & Associates

SIGNATURE: [signature]

DATE: 10/26/16

(Note: Subcontractor Qualifications may be required prior to Bid Award.

Subcontractor Approval _____ Date _____

SUB-CONTRACTOR DISCLOSURE FORM

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Wickman Gardens Village

ADDRESS: _____

PHONE: _____

CONTACT PERSON: Greg Hatley

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
15	Irrigation Schedule	19,979		
1803-1813	Landscaping	28,004		

TOTAL 47,893

PRIME CONTRACTOR: Hunter Chase & Associates

SIGNATURE: [signature]

DATE: 10/26/16

(Note: Subcontractor Qualifications may be required prior to Bid Award.

Subcontractor Approval_____ Date _____

ANTI-COLLUSION STATEMENT STATE OF MISSOURI

CITY OF Springfield

Mary Beth Hartman being first duly sworn, deposes and says that ~~he~~ she is

President
Title of Person Signing

of Hunter Chase & Associates, Inc

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By Mary Beth Hartman

By _____

By _____

SWORN to before me this 25 day of October 20 16

Daniel R. Zimmerman
Notary Public

My Commisson Expires: October 24, 2018

DANIEL R. ZIMMERMAN
MY COMMISSION EXPIRES
October 24, 2018
NOTARY SEAL
#14068611
GREENE COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20___, by and between Hunter Chase & Associates, Inc. hereinafter called "Contractor", and the City of Branson, Missouri, a municipal corporation, hereinafter called "City".

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for the complete construction as follows for the Historic Downtown Phase 3 Streetscape Improvements in Branson, Missouri. The construction includes furnishing the supervision, labor, tools, equipment, materials and supplies for the streetscape but are not limited to the following items of work: removals, excavation, temporary erosion control, temporary traffic control, sidewalk, roadway, storm sewer, water line, curb, electrical, finish grading, irrigation, landscaping and other miscellaneous work included in the contract documents.

The parties to this contract agree to the following:

1. Manner and Time for Completion. The Contractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform work, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by May 19, 2017. A Notice to Proceed shall be issued by the City Engineer within 30 days after the date of this contract. Contractor shall not proceed with the work unless and until this contract has been signed by all parties, and a Notice to Proceed has been issued by the City.

2. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

3. Missouri Immigration Law Affidavit. Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work as part of this construction contract, and that its employees are lawfully eligible to work in the United States.

4. Required Safety Training.

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

B. Contractor shall require its on-site employees to complete a construction safety program

within sixty (60) days after the date work as part of this contract for City improvements commences.

C. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

D. Contractor shall require all of its subcontractors to comply with the requirements of this paragraph and Section 292.675, RSMo.

5. Notice of Penalties for Failure to Provide Safety Training.

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 Dollars ($2,500.00), plus One Hundred and no/100 Dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph 4 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 4 above have lapsed.

B. Violations and imposition of the penalty described in Paragraphs 4 & 5 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

6. Insurance. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this contract and until the work is completed and accepted by City, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The forms and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company prior to modification, cancellation or nonrenewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the Branson City Engineer.

A. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars ($1,000,000.00), including occupational disease provisions for all employees of the contractor and sub-contractor.

B. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. 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). The City of Branson **must** be named as additional insured. Blasting operations shall not be performed unless and until the Contractor has obtained and furnished to the Engineer a certificate of blasting coverage properly executed by a qualified agent or representative of the insurance company. In case the insurance company has no local agent, a telegraphic certificate may be accepted.

C. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. 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). The City of Branson **must** be named as additional insured. The policy must also specify that the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.

D. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability requiring certificates of insurance to the City must specifically provide that "no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the Engineering Department, City of Branson, Missouri by registered mail."

E. Scope of Insurance and Special Hazard. The insurance required under Subparagraphs B and C hereof shall provide adequate protection for the Contractor against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this Contract.

NOTE: Subparagraph F is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontract has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Contractor.

F. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending

dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, Branson, MO 65616.

G. The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission if Contractor, its servants, agents, or subcontractors, arising out of the award of this contract to Contractor.

H. In the event 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) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see http://www.insurance.mo.gov/industry/sovimmunity.htm). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

I. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above described policies.

7. Liquidated Damages. The City Engineer will deduct amounts specified in the special provisions from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the City does not terminate the right of Contractor to proceed. The Contractor agrees that such stipulated damages are a reasonable measure of the City's damages for delay and are not intended as a penalty, and Contractor agrees to be stopped from asserting any argument or position to the contrary. The City Engineer is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

8. Contract Price. City shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to:

Two Million Three Hundred Seventy-Three Thousand Three Hundred Forty-Four and 00/100 Dollars
$(2,373,344.00)

9. Performance, Labor and Materials Payment Bond. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this contract and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

10. Payment Procedures. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the City Engineer as provided in the General Conditions.

A. Progress Payments/Retainage. City shall make progress payments on account of the Contract price on the basis of Contractor's Applications for Payment as recommended by City Engineer, on or about the 15th day of each month during construction as provided in paragraphs B and C below. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values.

B. Prior to completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as City Engineer shall determine, or City may withhold, in accordance with the General Conditions.

C. 90% of work completed (with the balance being retainage). If work has been 50% completed as determined by City Engineer, and if the character and progress of work have been satisfactorily to City and City Engineer, City may determine that as long as the character and progress of the remaining work is satisfactory to them, there will be no additional retainage.

D. Upon completion, in an amount sufficient to increase total payments to Contractor to 99% of the contract price (with the balance being retainage), less such amounts as City Engineer shall determine, or City may withhold, in accordance with the General Conditions.

E. Final Payment. Upon final completion and acceptance of the work in accordance with

the General Conditions, City shall pay the remainder of the Contract Price.

11. Interest. All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

12. Contractor's Representations. In order to induce City to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents including "technical data".

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.

C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

D. Contractor is aware of the general nature of work to be performed by City and others at the site that relates to the work as indicated in the Contract Documents.

E. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

13. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to bind all subcontractors to the same specifications that bind the Contractor, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

14. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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, and that it will utilize a high level of skill

necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, or unpaid subcontractors.

15. Termination. The City reserves the right to terminate this contract by giving at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of this contract.

Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event, City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

16. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 13, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

17. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

18. Liability and Indemnity.

A. In no event shall the City be liable to the Contractor 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 or received by the City under this contract.

B. The Contractor shall defend, indemnify, and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits,

damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this contract.

19. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall execute the payment and performance bonds attached hereto.

20. Payment. The City will pay the Contractor in accordance with the rate set forth in the Contract Documents, on file in the Engineering Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Paragraph 4 above shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this contract.

21. Contract Documents. The contract documents shall consist of the following:

A. Contract & Addendums

B. All Change Orders

C. Bid Plans and Specifications

D. Standard General Conditions, Technical Specifications & Special Conditions

E. Proposal/Bid

F. Instructions to Bidders

G. Performance Bond

H. Payment and Material Bond

I. Non-Collusion Affidavit

J. Notice of Award & Notice to Proceed

K. City Business License

L. Certification of Individual Bidder/Affidavit

*Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

22. Subsurface Conditions. Contractor agrees and stipulates that Contractor is on constructive notice of the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey, and the Contractor stipulates that all subsurface conditions reported therein are reasonably anticipated or foreseeable.

23. Conflict of Interest. In accepting this Contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Branson, Missouri, , and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

24. Assignment. The Contractor 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 Contractor 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 and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this contract, 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 contract.

25. Nondiscrimination. The Contractor 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 Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

26. Certification of Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

A. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

27. Notices. All notices required or permitted herein are required to be in writing and may be given by FAX or by first class mail addressed to City at 110 West Maddux, Branson, Missouri 65616, and Contractor at the address indicated below. The date of delivery of any notice given by U.S. mail shall be the date falling on the second full day after the date 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.

28. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Branson, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

29. 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.

30. 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.

31. 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.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed two copies of this Contract. One counterpart each has been delivered to CONTRACTOR and CITY. All portions of the Contract Documents have been signed, initialed or identified by CITY and CONTRACTOR.

This Contract will be effective on _____, 20___ (which is the effective date of the Contract).

CITY OF BRANSON, MISSOURI

By: _____
Karen Best, Mayor

(SEAL)

Attest _____
Lisa K Westfall
City Clerk

Address for giving notices
110 W. Maddux
Branson, MO 65616

Approved as to Form:

_____
William T. Duston, City Attorney

CONTRACTOR-Hunter Chase & Associates, Inc.

By: _____

(SEAL)

Attest _____

Address for giving notices:
1200 E. Woodhurst Drive, J-200
Springfield, MO 65804

STATE OF Missouri)
) ss
COUNTY OF Greene)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:
Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:
Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:
A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:
An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Mary Beth Hartman, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Mary Beth Hartman and I am currently the President of Hunter Chase, + Assoc. Inc (hereinafter "Contractor"), whose business address is 1200 E Woodhurst J-200 and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services Contracted between Contractor and City of Branson:

4. Contractor does no knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services

Further, Affiant saith not.

Mary Beth Hartman

Mary Beth Hartman Affiant
[printed name]

Subscribed and sworn to before me this 25 day of Oct ,2016

Daniel R. Zimmerman
Notary Public
State of Missouri

My Commission Expires:
Commissioned in Greene County
Commission # 14068611

DANIEL R. ZIMMERMAN
MY COMMISSION EXPIRES
October 24, 2018
NOTARY SEAL
#14068611
GREENE COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

PLEASE NOTE:
Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:
1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Hunter Chase & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

E-Verify

Company ID Number: 175273

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Hunter Chase & Associates, Inc.

Kara L Painter
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/02/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/02/2009
Date

CITY OF BRANSON
INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY:

$2,687,594.00 single accident or occurrence
-bodily injury and property damage
$ 403,139.00 single accident or occurrence, any one person
-bodily injury or death

AUTOMOBILE LIABILITY INSURANCE:

$2,687,594.00 single accident or occurrence
-bodily injury and property damage owned, non-owned and hired vehicles
$ 403,139.00 single accident or occurrence, any one person
-bodily injury or death

WORKERS' COMPENSATION and EMPLOYERS' LIABILITY:

$1,000,000.00 Limit

*Note: January 1 of each year the sovereign immunity level is reviewed by the state of Missouri, which could change our insurance levels.

CITY OF BRANSON NAMED ON POLICY

All insurance policies shall list the City of Branson as the additional insured for the Commercial General Liability as well as the Automobile Liability.

Please use the following address:

City of Branson
Attn: Contract Management
110 W Maddux Street, Ste. 205
Branson, MO 65616

No policy can be canceled without a 30 day written notice to the City of Branson.

12/16/2013

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Name and Address of
Sub Contractor

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Carrier	
INSURER B: Carrier	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Policy #	Eff Date	Exp Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Policy #	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	X	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ XXXXX	Policy #	Eff Date	Exp Date	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy #	Eff Date	Exp Date	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

EXAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Branson, 110 W. Maddux St., Suite 205, Branson, MO 65616 is listed as Additional Insured on policy.

CERTIFICATE HOLDER

(417) 335-4354 Fax

City of Branson
Attn: Contract Management
110 W. Maddux Street, Ste. 205
Branson, MO 65616

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT We, the undersigned, _____of _____, hereinafter referred to as "Contractor", and_____, a corporation organized under the laws of the State of_____and authorized to transact business in the State of Missouri, as "Surety", are held and firmly bound unto The City of Branson, Missouri, hereinafter referred to as "Owner", in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____day of _____, 2016, entered into a written contract with the aforesaid Owner for furnishing materials, supplies, and equipment not furnished by the Owner, construction tools, equipment, and plant, and the performance of all necessary labor, for and in connection with the construction of certain improvements described in the attached contract documents; and

WHEREAS, it was a condition of the contract award by the Owner that these presents be executed by the Contractor and Surety;

NOW, Therefore if said Contractor shall and will, in all particulars will, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of the said contract, and the conditions, specifications, plans and other contract documents thereto attached or by reference made a part thereof, according to the true intent and meaning in the case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect:

PROVIDED further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract, or the work to be performed thereover, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at _____ _____ on this_____day of_____, 2016.

Contractor

By

_____

Title

_____

_____

Surety

By

_____

Attorney-in-fact

By

_____

Missouri Resident Agent

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond).

PERFORMANCE & MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT We, the undersigned, _____of _____, hereinafter referred to as "Contractor", and_____, a corporation organized under the laws of the State of_____and authorized to transact business in the State of Missouri, as "Surety", are held and firmly bound unto The City of Branson, Missouri, hereinafter referred to as "Owner", in the penal sum of _____Dollars $_____), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____day of _____, 2016, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the construction of certain improvements as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans therefore; a copy of said contract being attached hereto and made a part thereof:

NOW, Therefore if said Contractor shall and will, in all particulars will, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of the said contract, and the conditions, specifications, plans and other contract documents thereto attached or by reference made a part thereof, according to the true intent and meaning in the case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect:

PROVIDED further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract, or the work to be performed thereover, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

PROVIDED further, that if the said Contractor shall construct or cause to be constructed and completed the improvement in accordance with specifications for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then this obligation shall be void,

otherwies to be in full force and effect.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at _____, on this _____ day of_____, 2016.

Contractor

By

_____

Title

_____

_____

Surety

By

_____

Attorney-in-fact

By

_____

Missouri Resident Agent

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:_____(Contractor)

_____(Contractor

Address) a_____, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

_____(Surety)

_____(Surety Address)

hereinafter called Surety, are held and firmly bound unto

_____

(hereinafter called Owner), in the penal sum of _____dollars ($_____) in lawful money in the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the day of_____, 20 , a copy of which is hereto attached and made a part hereof in the construction of:

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in_____counterparts, each one of which shall be deemed an original, this the _____ day of_____, 20___.

_____
Principal

ATTEST: By _____

_____ _____
Secretary Address

SEAL

_____
Witness to Principal

_____
Address

Surety

ATTEST: By_____
Attorney-in-Fact

_____ _____
Secretary Address

SEAL

_____
Witness to Surety

_____
Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 110

TANEY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2016**

Last Date Objections May Be Filed: **April 11, 2016**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$14.50	FED		$3.65
Boilermaker	7/16		$35.93	57	7	$28.33
Bricklayer and Stone Mason	6/16		$27.73	24	74	$16.44
Carpenter	6/16		$24.73	61	4	$15.65
Cement Mason			$22.00	FED		$5.52
Communication Technician			$16.00	FED		$0.62
Electrician (Inside Wireman)			$20.94	21	48	$11.45 + 10%
Electrician (Outside-Line Construction\Lineman)			$41.52	125	65	$5.00 + 34.5%
Lineman Operator			$38.37	125	65	$5.00 + 34.5%
Groundman			$26.76	125	65	$5.00 + 34.5%
Elevator Constructor	7/16	a	$44.515	26	54	$31.531
Glazier			$23.35	36	52	$6.21
Ironworker	6/16		$29.00	50	4	$28.45
Laborer (Building):						
General	6/16		$21.28	112	4	$11.73
First Semi-Skilled	6/16		$23.42	112	4	$11.73
Second Semi-Skilled	6/16		$21.96	112	4	$11.73
Lather	6/16		$24.73	61	4	$15.65
Linoleum Layer and Cutter	6/16		$24.63	123	78	$15.65
Marble Mason			$21.66	124	74	$12.68
Marble Finisher			$14.14	124	74	$9.08
Millwright	6/16		$24.73	61	4	$15.65
Operating Engineer						
Group I	6/16		$26.34	84	4	$12.69
Group II			$22.00	FED		$7.91
Group III	6/16		$23.89	84	4	$12.69
Group III-A	6/16		$24.60	84	4	$12.69
Group IV						
Group V	6/16		$15.80	84	4	$12.69
Painter	6/16		$22.00	7	14	$12.40
Pile Driver	6/16		$24.73	61	4	$15.65
Pipe Fitter			$28.95	19	1	$14.67
Plasterer			$23.53	64	4	$10.55
Plumber			$28.95	19	1	$14.67
Roofer \ Waterproofer	6/16		$22.75	10	2	$10.88
Sheet Metal Worker	7/16		$28.94	4	24	$14.18
Sprinkler Fitter - Fire Protection	7/16		$33.49	33	19	$19.45
Terrazzo Worker			$28.73	124	74	$14.38
Terrazzo Finisher			$18.68	124	74	$14.38
Tile Setter			$21.66	124	74	$12.68
Tile Finisher			$14.14	124	74	$9.08
Traffic Control Service Driver			$16.35	48	49	$2.75
Truck Driver-Teamster						
Group I			$19.45	98	4	$4.72
Group II						
Group III			$19.45	98	4	$4.72
Group IV			$19.45	98	4	$4.72

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8% under 5 years 6%

REPLACEMENT PAGE
TANEY COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the work week shall consist of five (5) consecutive eight (8) hour days beginning on Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one half (1½) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten (10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

NO. 7: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) time the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

NO. 19: On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight–time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

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NO. 21: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 24: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

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NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 61: Means except as herein provided, eight (8) hours a day, 8:00 a.m. to 4:30 p.m., shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten-hour four days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours per day, or forty (40) hours per week. When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day, at straight time not to exceed eight (8) hours for that day, or forty (40) hours per week. A make-up day is not to be used to make up time lost due to recognized holidays.

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NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

NO. 84: The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 98: Means eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 5:30 and 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. When the five (5) day eight (8) hours work week is in effect forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. When the five (5) day eight (8) hour work week is in effect, starting time shall be between 7:00 a.m. and 8:00 a.m. All time worked before 7:00 a.m. shall be paid for at the rate of time and one-half (1½). All work performed on Saturday up to 6:00 p.m. (except as herein provided) shall be compensated for at the rate of time and one-half (1½). All time worked from 6:00 p.m. Saturday to 7:00 a.m. Monday will be paid for at the rate of double (2) time.

NO. 112: Means the regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided for, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

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NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

TANEY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 1: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 14: The following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 48: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

TANEY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 78: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	$29.03	23	16	$16.10
Electrician (Outside-Line Construction\Lineman)		$41.52	18	24	$5.00 + 34.5%
Lineman Operator		$38.37	18	24	$5.00 + 34.5%
Lineman - Tree Trimmer		$21.64	31	30	$5.00 + 27.5%
Groundman		$26.76	18	24	$5.00 + 34.5%
Groundman - Tree Trimmer		$17.50	31	30	$5.00 + 27.5%
Laborer					
General Laborer	6/16	$24.32	4	18	$12.71
Skilled Laborer	6/16	$24.87	4	18	$12.71
Millwright	6/16	$29.03	23	16	$16.10
Operating Engineer					
Group I	6/16	$30.82	5	15	$13.30
Group II	6/16	$30.47	5	15	$13.30
Group III	6/16	$30.27	5	15	$13.30
Group IV	6/16	$28.22	5	15	$13.30
Oiler-Driver	6/16	$28.22	5	15	$13.30
Pile Driver	6/16	$29.03	23	16	$16.10
Traffic Control Service Driver		$16.35	29	28	$2.75
Truck Driver-Teamster					
Group I	6/16	$28.24	12	3	$12.45
Group II	6/16	$28.40	12	3	$12.45
Group III	6/16	$28.39	12	3	$12.45
Group IV	6/16	$28.51	12	3	$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

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TANEY COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more that forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

REPLACEMENT PAGE
TANEY COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday $15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 29: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

TANEY COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 28: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

CERTIFICATE OF COMPLIANCE
AND AFFIDAVIT

STATE OF MISSOURI	)	Re: Contract No. _____
	)ss.	Wage Determination No. ____
COUNTY OF TANEY	)	Between _____
		_____

(a) _____ on his oath being duly sworn states that all subcontractors have been paid and that the Contractor and all subcontractors have discharged fully all indebtedness incurred by them, or any one of them or for work and labor done, or for materials or equipment furnished or used in connection with the performance and the completion of said above stated construction project and that all claims whether to persons or property arising out of or related to any manner whatsoever to the said construction project have complied with all provisions and requirements of Sections 290.210 to .340 RSMo 1959 as amended 1969 and that all workmen performing work under this contract were paid not less than the general prevailing straight time hourly wage rates or the general prevailing hourly rates for legal holidays and overtime work as such rates were determined and certified in the Special Wage Determination made by the Industrial Commission of Missouri and attached to the said contract herein.

(b) The Contractor has complied with all terms and conditions of the contract.

(c) Attached herewith is certification by the Registered Land Surveyor stating that all lot pins disturbed by the construction have been reset in accordance with Section C, Paragraph 6, of the General Conditions.

Subscribed and sworn to before me this_____day of_____, 20 .

_____
Notary Public

My commission expires:

RELEASE BY CLAIMANTS

DATE _____

STATE OF _____

COUNTY OF _____

WHEREAS, we the undersigned _____ (has, have) been employed by _____ to furnish _____ for the construction project known as: _____

_____

NOW, THEREFORE, know ye, that the undersigned for and in consideration of the sum of _____ Dollars $_____ and other good and valuable considerations, the receipt whereof is hereby acknowledged do hereby waive and release any and all lien, and claim, or right to lien, on said construction project and premises under the statutes of the State of _____ relating to Mechanic's Liens, on account of labor, or materials, or both, furnished by the undersigned to or on account of the said _____ for said construction project and premises.

Given under our hands and seals this____day of_____, 20___.

_____
Signature

WITNESS:

_____

My Commission expires: _____

LIEN WAIVER

DATE _____

TO _____
_____
_____
_____

Re: _____

Dear Sir:

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching form "Release by Claims", signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above named owner.

_____
Contractor

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict there with)

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WIRE IN CONDUIT

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CLAY PAVERS

LIMESTONE-BOLLARDS/LIMESTONE-PLANTER CURBS

INSTALL OWNER PROVIDED STREET FURNITURE / FURNISH AND INSTALL BIKE RACKS COMPLETE

IRRIGATION

HANDRAILS

STANDARD UTILITY BOXES

WIRELESS LIGHTING CONTROL

600 AMP LIGHING CONTROL PANEL

INSTALL OWNERS PROVIDED LIGHT POLE ASSEMBLIES

INSTALL OWNER PROVIDED STREET NAME SIGN ASSEMBLIES

PLUMBING

LIGHT-WEIGHT STEEL BARRIERS

WATER MAIN

STATE OF MISSOURI
JERANY L. JACKSON
NUMBER
LA-000175
LANDSCAPE ARCHITECT
9-27-2016

STATE OF MISSOURI
DAVID A. LUNDSTROM
NUMBER
PE-2005001017
PROFESSIONAL ENGINEER
9.27.16

JOB SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as Historic Downtown Phase 3 Streetscape Improvements, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DA
City of Branson – Technical Specifications for Public Improvement Projects	September 2011
Missouri Standard Specifications for Highway Construction and Supplemental Specification Revisions	June 2011

The work described shall follow the City of Branson's Technical Specifications for Public improvement Projects and the Missouri Standard Specifications for Highway Construction. All references to the Standard Specifications herein shall be considered a direct reference to the MoDOT Standard Specifications for Highway Construction.

LOCATION OF IMPROVEMENT

The proposed improvements are located along Commercial Street from Pacific Street to Atlantic in historic downtown Branson.

DESCRIPTION OF IMPROVEMENT

The streetscape improvements include, but are not limited to the following items of work: removals, excavation, roadway and sidewalk reconstruction, roadway lighting, traffic signals, water main, storm sewer, landscaping, irrigation, signing, temporary erosion control, temporary traffic control and and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

ACCELERATING THE COMPLETION OF CLOSURE WORK (Incentive/Disincentive Clause)

1.0 Description

This provision contains modifications to the standard specifications for accelerating the construction of this project.

Unless otherwise stated, specification section references are to the Missouri Standard Specifications for Highway Construction and its supplements in effect at the time of this contract.

2.0 Definition of Terms.

For this project the following terms are used as defined below:

A. Closure Time: Closure time is defined as any day, including Saturdays, Sundays

and legal holidays, when any sidewalks or any lane or lanes are closed to traffic on Commercial Street, Main Street, Atlantic Street, or public alleys within project limits due to the contractor's operations.

Under no circumstances will the closure time bid be allowed to extend actual closure of any sidewalks or lanes beyond May 19th, 2017.

B. Average Daily Road-User Cost: The amount shown in the bid, determined by the Owner, that interference and inconvenience to traffic will cost the road-users for each unit of closure time of the closure. The average daily road-user cost cannot be changed by the bidder. Bidder and its surety stipulate to the reasonableness and accuracy of that amount and expressly waive any right they may have to contest that amount in any claim, litigation or otherwise.

C. Contract Amount: The total amount bid for all items of work to be performed by the contractor. This amount is the summation of the products of the approximate quantities shown in the bid schedule multiplied by the contract unit price. The contract amount does not include the amount produced by this acceleration of work clause.

3.0 Preparation of Bid:

In addition to the requirements of The MoDOT Standard Specifications, Sec 102.7, the bidder shall specify in the bid the closure time which it determines is required to complete the work. The bidder shall show the product of the closure time and the average daily road-user cost in the amount column provided for that purpose. This amount will be added to the contract amount. The sum will be read as the bid total.

A bidder may alter or correct the units of closure time entered in the bid, provided the bidder follows the same requirements set forth for altering or correcting bid prices in MoDOT Standard Specifications, Sec 102.7.1.

4.0 Bid Guaranty.

For this project the amount of guaranty required by MoDOT Standard Specifications, Sec 102.9 shall be not less than five percent of the contract amount as defined above in 2.1 (c) of these provisions.

5.0 Award and Execution of Contract.

Delete Sec 103.1 of the MoDOT Standard Specifications and substitute the following:

5.1 Consideration of Bids.

After the bids are opened and the bid totals read, they will be compared on the basis of the contract amount, to which has been added the product of the closure time submitted by the bidder and the average daily road-user cost shown in the bid. This total amount will be used to determine the lowest responsive and responsible bid for the project. The Owner reserves the right to reject any and all bids including those which, in the sole judgment of the Owner, contain too few or too many units of closure time.

6.0 Prosecution and Progress.

6.1 Subletting of Contract. For this project the total contract cost referred to in The MoDOT Standard Specifications, Sec 108.1.1 shall be considered as the summation of the products of the approximate quantities shown in the bid schedule multiplied by the contract unit price.

6.2 Prosecution of Work. Assessment of closure time will begin on the first day of any sidewalk or lane closure within the project limits.

6.2.1 Prior to beginning work causing sidewalk or lane closure, the engineer may require the contractor to submit a schedule and written narrative for the lane closure work. The schedule shall be provided in accordance with the MoDOT Standard Specifications Sec 108.4, or by the Critical Path Method if that is the schedule method specified by the contract. This schedule is required to reflect the effect of all constraints on the lane closure work.

6.2.2 This schedule requirement is in addition to any other schedule requirement of the contract. The cost for this requirement will be considered fully covered by the contract prices for the lane closure work.

6.2.3 The contractor is advised of the following matters which may be constraints upon the sidewalk and lane closure work and effect the schedule, order of work and cost of lane closure work: (See Construction Plans for Project Staging)

6.3 Liquidated Damages for Failure or Delay in Completing Work on Time. The MoDOT Standard Specifications Sec 108.8 is modified as follows:

6.3.1 If the contractor fails to complete all work necessary to have all sidewalk and lanes of traffic open within the project limits in the closure time specified by the bidder (to normal traffic the next calendar day after May 18th, 2017) the amount shown in the bid as average road-user cost per day will be deducted from the contractor's payment for each unit of closure time, including Saturdays, Sundays and legal holidays more than the closure time bid *(or* after May 19th, 2017*)* until such time as all sidewalk and sidewalks and lanes within the project limits are opened to traffic.

6.3.2 This deduction will be made as liquidated damages from any money due or to become due to the contractor under the contract. The contractor and surety shall be liable for any liquidated damages assessed in excess of any amount due the contractor.

6.3.3 This deduction will continue until such time as all sidewalk and lanes within the project limits are open to traffic. Liquidated damages as described elsewhere in the contract will be assessed on any work, if not complete by May 19th, 2017

6.4 Credit for Completion of Work Ahead of Time. If the contractor completes all work required and has all sidewalks and lanes of traffic opened on in less than the closure time specified by the bidder, the amount shown in the bid as average road-user cost per day *(or other unit)* will be added to the contractor's payment for each unit of closure time including Saturdays, Sundays and legal holidays less than the closure time specified in the bid.

6.4.1 Computation of this payment will begin on the first full unit of closure time that all sidewalk and lanes within the project limits are opened to traffic. This credit will be added to the amount of money due or to become due the contractor under the contract. The total amount of this credit shall not exceed ten percent of the original contract amount.

6.4.2 An extension of the closure time may be granted for changes in the work as specified in The MoDOT Standard Specifications Sec 104.3 or for excusable, noncompensable and compensable delays as specified in The MoDOT Standard Specifications Sec108.14 only to the extent, as determined by the engineer, they actually affect the then major item of work or the critical path of the work.

6.4.3 In the event of an excusable delay, an extenstion of the closure time specified by the bidder will not be made for determining any liquidated savings or incentive payment. Further, in the event of an excusable delay, if the contractor completes the work within the closure time specified by the bidder, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

7.0 Measurement and Payment.

The MoDOT Standard Specifications, Sec 109.2 is supplemented by the following:

7.1 Scope of Payment.

The average daily road-user cost, shown in the bid, will be used only for bid comparisons and as a deduction from money due the contractor in accordance with The MoDOT Standard Specifications section 6.3, "Liquidated Damages for Failure or Delay in Completing Work on Time", or as a credit for additional money due the contractor in accordance with The MoDOT Standard Specifications section 6.4, "Credit for Completion of Work Ahead of Time", and for no other purpose.

LIQUIDATED DAMAGES SPECIFIED FOR CLOSURE OF MAIN AND COMMERCIAL INTERSECTION (STAGE 1)

1.0 Construction and Closure of Main and Commercial Intersection (Stage 1). Once construction has started, is not completely constructed to plan design by March 15th, 2017 on the intersection and open to pedestrian and vehicular traffic, the Owner, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of $2,300 per day per entrance for each full day that the entrance is not fully complete and open to traffic, in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

1.1 The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction

COOPERATION BETWEEN CONTRACTORS

The Contractor shall coordinate with adjacent contracts according to MoDOT Standard Specifications Section 105.60 of the "Standard Specifications" and the following:

No adjustments will be made for delay or suspension of work due to the fault of the Contractor in coordinating project schedule, staging and work items with adjacent Contracts. This contract is one of several projects essential to the overall improvements to the historic downtown revitalization project.

CONTRACTOR REPRESENTATIVE AND RESPONSIBILITIES

The Contractor shall have on the work site at all times, as the Contractor's agent, a competent individual capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer. That individual shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such material, equipment, tools, labor and incidentals as may be required. That individual shall coordinate work with all subcontractors, utility companies, other Contractors in the area and any other coordination needed.

Failure of the Contractor to have the Contractor's agent on the work site when work is in progress will be grounds for the City to issue a Stop Work Order. No further work will be allowed on site until the Contractor's agent is on the work site. The time that work is stopped will not be a basis for extension of the calendar day count. The day that work is stopped will count toward the calendar days called for in the contract.

The Contractor shall provide portable toilets at a minimum of one location on the project. No direct payment will be made for furnishing and maintaining toilet facilities. All construction personnel shall be restricted to the use of surrounding business restroom facilities and shall use the Contractor furnished restroom facility.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer in every way possible.

The Contractor and his agent shall attend a monthly meeting with City staff. The Contractor at the meeting shall submit a schedule of work in Gantt chart form. This meeting will be coordinated between City staff and the Contractor's Representative. At the pre-construction meeting a date and time will be set for the future monthly meetings. This date and time may be modified if agreed to by the Contractor and the City. Failure to attend monthly meetings with the City will be considered grounds for the City to withhold full Progress Payment until the situation is corrected.

COOPERATION WITH UTILITY COMPANIES

For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

Empire Electric
1901 State Hwy BB
Hollister, MO 65673 Mr. Junior Shook
Telephone: (417) 559-2228

Century Link
211 S. 3rd Street
Branson, MO 65616 Mr. Bill Towler
Telephone: (417) 334-9327

Sudden Link
769 N. 20th Stree
Ozark, MO 65721 Mr. Kirt Green
Telephone: (417) 231-2760

Summit Natural Gas
215 Gage Drive, Suite G
Hollister, Missouri 65672
Mr. David Wilson
Telephone: (417) 217-1360

City of Branson
110 W. Maddux Street, Suite 310
Branson, MO 65616
Telephone: (417) 339-7561

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1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the City at this time. This information is provided by the City "as-is" and the City expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the City shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or its subcontractor's operation.

1.4 It shall be noted by the contractor that the City is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of City utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call.

1.5 Connections from the mains to businesses/facilities for sanitary sewers, water and gas services, and other utility lines may or may not be indicated on the plans. Any conflict with these service lines from the businesses/facilities to the main, not specified as part of the utilities relocations, will be the responsibility of the Contractor to either relocate or work around at no cost to the project.

1.6 Any delay or extra cost to the Contractor caused by utilities or pipe lines or other underground structures or obstructions not shown by the plans, or found in locations different than those indicated shall not constitute a claim for extra work, additional payment, or damages.

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

The Contractor shall observe and comply with the Legal Regulations and Public Responsibilities according to Section 107 of the "Standard Specifications" and the following:

Protection of Existing Drainage Facilities During Construction:
All existing drainage structures shall be kept free of debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with the Standard Specifications.

Protection and Maintenance of Public and Private Property During Construction:
During construction, if the Contractor's forces encounter or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, they shall inform the Engineer. The Engineer shall direct the work necessary to maintain or replace the facilities in service, and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of non-compliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer direct the replacement of a facility, the necessary work and payment shall be done in accordance with the Standard Specifications.

The Contractor 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 will 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 replacements 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 Engineer.

The Contractor 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 subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the City 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.

No object outside of the right-of-way or easement limits shall be removed without the prior consent of the City or Owner of the tract of land on which such fence is located.

Construction Safety and Health Standards:
It is a condition of this contract and shall be made a condition of each subcontract entered into ursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall limit public inconveniences safety conflicts according to Article 107 of the "Standard Specifications" and the following:

Safety and Convenience:
The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to the Engineer of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor, by complying with these requirements shall be considered as incidental to the contract and no additional compensation will be allowed.

Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.

Construction Site Clean-Up
Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until entire project is finished. Contractor shall clean all right-of-way AND easement areas that were occupied by him in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition. If at any time during construction the Engineer determines that cleanup is not being accomplished, the Engineer may direct no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.

PERMITS AND RIGHTS-OF-WAY

Unless specifically stated otherwise, the easements and rights of way for the construction will be provided by the City and all permits will be provided therefore. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the drawings, and shall use due care so as to cause the least possible damage to property.

Any delay associated with completion of the proposed work with these locations will be the sole responsibility of the Contractor and additional compensation for time delays or resulting liquidated damages will not be allowed.

All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at his own expense.

PROTECTION OF STREAMS, LAKES, RESERVOIRS, NATURAL AREAS, WETLANDS, PRAIRIE AREAS, SAVANNAHS, AND ENDANGERED AND THREATENED SPECIES

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107 of the "Standard Specifications".
To prevent pollution by residual concrete and/or the byproduct of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision. Concrete washout facilities shall be required on all projects regardless of the need for NPDES permitting. On projects requiring NPDES permitting, concrete washout facilities shall also be addressed in the Storm Water Pollution Prevention Plan.

The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans.
Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

Basis of Payment: This work will not be paid for separately, but shall be incidental to the concrete work items included in the contract.

LAND DISTURBANCE PERMIT & STORMWATER POLLUTION PREVENTION PLAN

Work in the vicinity of this project will be covered by the Land Disturbance/Grading Permit and Stormwater Pollution Prevention Plan bound herein and issued by the City of Branson. The Contractor shall complete the Stormwater Pollution Prevention Plan included in this contract, have it signed by the Consultant and the City of Branson, and have it approved before the Grading Permit will be issued for this project. No work will be allowed to begin until the Grading Permit is issued. The approval time for the Grading Permit will not be grounds for

claim for additional calendar days to be added to the contract. Contractor shall comply with all applicable restrictions. No additional payment will be made for this work. Copies of the SWPPP shall be kept at the site at all times.

TEMPORARY EROSION AND SEDIMENT CONTROL

The purpose of these specifications is to set forth certain temporary water pollution control measures that shall be required of the contractor.

The Contractor shall exercise best management practices throughout the life of the project to control water pollution. Construction of permanent drainage facilities as well as performance of other contract work that may contribute to the control of situation shall be accomplished at the earliest practicable time. Pollutants, such as chemicals, fuels, lubricants, bitumens, raw sewage, or other harmful material shall not be discharged from the project.

Description:

This work shall consist of furnishing, installing, maintaining, and removing temporary control measures as described in these specifications, shown on the plans or ordered by the Inspector. The control of water pollution will be accomplished through the use of INLET CHECKS, SILT SOCKS, and other erosion control devices or methods, in accordance with the specifications.

The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features specified elsewhere in the contract to assure economical, effective and continuous erosion control. These provisions shall also apply to work within easements designated by the City. No additional payment will be made for this work.

Prior to the pre-construction conference and prior to the start of construction the contractor shall submit for acceptance his schedules for the implementation of temporary and permanent erosion control work. No work shall be started until the erosion control sequences and methods of operations have been approved by the City of Branson.

Construction Requirements:

The Inspector may limit the surface area of erodible earth material exposed by clearing and grubbing and/or removal of improvements, the surface area of erodible earth material exposed by excavation, borrow, and fill operations, and may direct the contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control devices or methods as necessary to control erosion.

The Contractor shall be required to incorporate all permanent erosion control features into the project at the earliest practicable time. Temporary pollution control measures shall be used to correct conditions that develop during construction which were not foreseen during the design stage; that are needed prior to installation of permanent pollution control feature; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Removal operations shall be so scheduled and performed that grading operations and permanent erosion control features will follow immediately thereafter.

The inspector will limit the area of clearing and grubbing and/or removal of improvements, excavation, borrow, and embankment operations in progress commensurate with the contractor's capability and progress in keeping the finish grading, mulching, seeding, and limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately.

The Inspector may increase or decrease the amount of surface area of erodible earth material to be exposed at one time by clearing and grubbing and/or removal of improvements, excavation, borrow and fill operations as determined by his analysis of project conditions.

Unless otherwise provided or approved in writing by the City of Branson, construction operations in rivers, streams, and impoundment's temporary or permanent structures, shall be promptly cleared of all false work, piling, debris or other obstructions placed therein or caused by the construction operations.

The location of all local material pits other than commercially operated sources and all excess material areas shall be subject to the approval of the City of Branson, and construction operations shall be conducted and pollution control measures implements so that erosion will not result in water pollution.

In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State, or local agencies, the more restrictive laws, rules, or regulations shall apply.

OVERFLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, and possible ground or other waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operation and may cause damage to adjacent or downstream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor will be required to repair any and all damage caused by said waters. The Contractor, by submitting a bid, assumes all said risk and the Contractor acknowledges that his bid was prepared accordingly.

EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The engineer shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits

Missouri Highway Patrol (573-526-6174)		
City of Branson, MO		
(Fire: 417-243-2790)		
(Police: 417-337-8537)		

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

COMPLETION DATE

It is the intent of the City of Branson that this project be constructed in an orderly and timely manner. This contract is one of several projects essential to the overall improvements to the revitalization of Historic Downtown Branson. Each of the contracts depends on certain portions of the work to be completed by others in order to complete the project on schedule. The Contractor shall take special note of the provisions of Article 108.7 "Standard Specifications" which shall be adhered to.

COMPLETION DATE

Historic Downtown Branson is a vital part of the City's overall economic development and timely construction of the proposed improvements is important to maintain economic revenue for the downtown business the Engineer. On this basis, the Contractor shall complete, on or before 11:59 PM on May 19th, 2017, all work under this agreement as specified in MoDOT Standard Specifications, Section 108.7.

LIQUIDATED DAMAGES FOR DELAY(S)

In accordance with the provisions of MoDOT Standard Specifications, Section 108.8 (FAILURE OR DELAY IN COMPLETING WORK ON TIME) the Contractor shall pay the City a sum of $3,300 per day, as liquidated damages for each and every calendar day beyond the Contract Completion Date of May 19th, 2017.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES

1.0 Description

The contractor shall comply with all laws pertaining to the Americans with Disabilities Act

(ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist

The contractor can locate the ADA Checklist form on the MoDOT website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the Owner's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitors the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

3.0 Coordination of Construction

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-

construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work

The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non- complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment

The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

FIELD VERIFICATION

Plan details for this contract work are based upon available plans, marked utilities and field surveys performed in conjunction with plan preparation for this proposed work. No warranty is made on either the accuracy or completeness of these available documents. It is the Contractor's (Bidder's) responsibility to assess the actual field conditions and verify the location of all utilities and verify whichever dimensions are required for the performance of the work.

CONTRACTOR FURNISHED QC/QA MATERIAL TESTING

Description

The Contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator for all materials incorporated into the work, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the City for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency

(ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

Construction Requirements

All submittals for samples, tests, and certification shall bear the name and address of the Contractor and supplier; the name of the project, and the specification reference for the material being submitted. Submittals not bearing this information will be rejected and returned without further review.

The Contractor shall employ at his expense a competent testing laboratory. The laboratory used shall be subject to the approval of the City of Branson. The name of the testing laboratory shall be submitted to the City of Branson at least 10 calendar days prior to any testing.

The following field-testing, if applicable, and certifications will be required by the Contractor at his expense:

A. Soil properties: Classification, Atterberg Limits and a moisture density relationship for each type of proposed borrow material.

B. Aggregate base: Name of supplier, source, gradation, and supplier certification.

C. Precast Concrete: Name of source and supplier of concrete and concrete materials, mix design, and supplier's certification.

D. Cast in place concrete: Name of supplier of concrete and source of aggregate, cement, admixtures, mix design, and supplier's certification.

E. Oil for Tack Coats: Name of suppliers, source of oil, and supplier's certification.

F. Plant mix bituminous surface and base:

1. Name of supplier, source of materials used in the mix, mix design to be used, and supplier's certification.

2. One density and extraction test will be taken per 500 linear feet of pavement

at locations designated by Engineer.

G. Supplier's certification for all other materials used in the work.

Testing and sampling shall be done in accordance with the Standard Specifications or job Special Provisions as specified.

Three copies of all test reports and certifications shall be submitted to the City of Branson for review.

The City of Branson reserves the right to waive certain tests or to require additional tests should job conditions or workmanship warrant. Such additional tests will be provided at the Contractor's expense except as otherwise provided for Defective Work.

The Contractor will perform or employ a competent testing laboratory to perform the following job control tests, if applicable:

A. Soil and Aggregate Base Density Tests. One test shall be made per 300 linear feet of roadway on exposed compacted subgrade and in each lift of embankment.

B. Cast in place concrete: One slump test, one air entrainment test, and 4 compression test cylinders will be taken for each concrete placement or for each 25 cubic yards placed.

The Contractor will notify the City of Branson in advance of work requiring field inspection or testing in accordance with the Job Special Provisions.

Basis of Payment
All costs to retain a competent testing representative to perform the quality control tests listed in this special provision shall be paid at the lump sum unit cost for CONTRACTOR FURNISHED QC/QA MATERIAL TESTING.

REMOVAL OF IMPROVEMENTS

Description
Work associated with this pay item shall be performed in accordance with MoDOT Standard Specifications, Sec. 202 of the Standard Specifications and as specified herein.

The removal and disposal of all existing landscaping blocks, stone, reinforced concrete retaining walls, concrete stairs, sign foundations, underground conduit, underground utility facilities, storm sewer pipe, drainage structures, trees, landscaping bushes, light poles, light pole foundations, and any other items shown on the plans shall be included as part of this pay item.

The removal or adjustment of any underground utility valves that are in conflict with the proposed work are included as part of this pay item.

The relocation or salvage of any existing newspaper boxes, street furniture, benches, trash cans, recycling bins, memorial plaques, street lights, and signs to a location specified by the City of Branson will be included as part of this pay item. These items shall remain the property of the City and are to be removed and relocated to a location provided by the city.

The removal of any existing foundations in conflict with the proposed improvements will be included in the cost for this pay item.

This item provides for relocating and mounting existing signs of various sizes to new or existing posts at locations shown on the plans. The Contractor shall be responsible for all existing signs to be relocated. During construction, if any sign to be relocated is lost, stolen, or damaged in any way, the Contractor shall be responsible for all costs.

Construction Requirements

Where partial removal of the pavement or curb and gutter is required, the Contractor shall use a concrete saw cutting completely through the pavement or curb and gutter leaving a straight, uniform edge and adjoining the new work. Where possible, removal will be made at the next available construction joint. Saw cuts shall be performed at the transition between all new pavement and existing payment. This includes asphalt and concrete surfacing. Saw cuts shall be full depth. The saw cuts shall include, but not be limited to, ends of project, side streets, driveways, and locations noted on the plans. Saw cuts shall be considered incidental REMOVAL OF IMPROVEMENTS and shall not be paid for directly.

The contractor shall install new sign support posts at the locations shown and then relocate and mount existing signs to the new posts. All work shall be in accordance with the construction requirements of Section 903.

Basis of Payment

All costs incurred for relocating and mounting existing signs to new posts at the locations shown, complete in place, will be included in the contract unit price for REMOVAL OF IMPROVEMENTS. Payment for all other labor, equipment, material, and incidental items will be considered completely covered by the bid items included in the contract.

EXCAVATION (UNCLASSIFIED)

Description

Excavation for roadway will consist of all excavation of whatever character material encountered within the project limits. Excavation shall be performed in accordance with the provisions of Section 203 of the MoDOT Standard Specification, except as provided in this Job Special Provision.

Construction Requirements

The bid quantity for Excavation includes only excavation within the project limits required to construct the improvement project to the lines and grades shown on the drawings. Excavation for the installation of proposed retaining walls and other concrete structures within the project limits will be included in the overall cost for Excavation and will not be paid separately.

Excavation necessary for the installation of proposed water main, electrical conduit, and irrigation conduit improvements will not be paid separately, but will be included in the cost for each associated pay item.

Payment for Excavation will be made on a plan quantity basis at the unit price bid per cubic yard. Payment includes compensation for materials and equipment required for excavating and hauling to embankment areas or disposing excess or unsuitable material in the manner approved.

No additional payment will be made for rock excavation for bid items designated as Excavation. Excavation and embankment quantities are computed and shown for the convenience of the bidder only. The Contractor shall verify and be satisfied with the plan quantity. No additional payment will be made for excavation, embankment or clearing, other than what is indicated in the Bid Proposal. The plan quantity shall govern over the actual constructed quantity and payment will

be made on plan quantity only.

Borrow: If soil must be imported to the site to complete the grading work, the Contractor is required to obtain the off-site fill material. The Contractor is required to obtain written approval from the City prior to placement of any borrow material. Any material placed without written approval may be required to be removed and disposed of at the Contractor's expense. The Contractor shall obtain all necessary grading permits, erosion control & land disturbance permits. All off-site disturbed areas shall be re-graded, seeded, fertilized and mulched.

Basis of Payment
No direct Payment will be made for this item of work

EMBANKMENT IN PLACE WITH COMPACTION

Description
Work associated with this pay item shall be performed in accordance with Sec. 203 of the Standard Specifications and as specified herein.

Embankment shall be constructed in accordance with this Specification. This work shall consist of constructing the required embankments from borrow materials obtained from sources selected by the Contractor and approved by the Engineer. This work shall be performed in conformance with the lines, grades and typical sections shown on the plans.

Construction Requirements
Prior to beginning excavation and embankment operations, clearing, grubbing and stripping shall be performed in that area. The existing asphalt driving surface and aggregate base (or existing gravel surface) shall be scarified and completely broken up to a minimum depth of at least six inches the full project length. Existing slopes steeper than 3 horizontal to 1 vertical will be cut and benched as indicated on the drawings or as directed by the Engineer. In areas in which less than 18" of compacted fill is to be placed over the old roadbed, the scarified pavement will be removed or redistributed in areas where more than 18" of fill will be placed.

The scarified material and the exposed existing subgrade shall be compacted using a "sheepsfoot" roller of sufficient weight and number of passes being made until no pumping is observed using a roller, which must have a manufacturer's rating of at least 15 tons compacting power, or a tandem axle truck makes slow passes over the compacted surface. Should the existing subgrade prove to be unsuitable, the Contractor shall perform stabilization measures as specified in the section of these Special Provisions entitled "UNDERGRADING".

The Contractor shall endeavor to maintain the exposed subgrade in good condition, primarily by means of providing for proper drainage of the roadbed. If, through negligence on the part of the Contractor, the exposed subgrade degrades and becomes unsuitable, the Contractor, at his own expense, shall perform stabilization measures as specified in the section of these Special Provisions entitled "UNDERGRADING".

Embankment Material shall be clayey soils containing a high chert content, obtained from on-site sources or off-site borrow areas selected by the Contractor and meeting with the approval of the
Engineer. Samples of all proposed fill materials shall be submitted to a soil testing agency approved by the Engineer for determination of soil classification, Atterberg Limits and moisture density relation curve per AASHTO T99 or ASTM D 698 at the Contractor's expense.
Accompanying the laboratory test results, the Contractor shall also submit a statement from a qualified soils engineer, in the employ of the testing laboratory, as to the suitability of the proposed fill material for road fill, the recommended moisture content range for proper compaction, the internal angle of friction expected for the compacted fill material and any additional friction expected for the compacted fill material and any additional recommendations regarding compaction and stabilization. Should a noticeable discrepancy be observed between the characteristics of the sample(s) submitted and the fill materials delivered to the site, the Contractor shall submit a new sample(s) representative of the delivered fill materials for the required laboratory tests at the Contractor's expense. Copies of the soil reports shall be submitted to the Engineer for review and approval prior to fill operations.

All fill materials shall be placed in 8 inch maximum loose lifts at the recommended moisture content and compacted to 95 percent of maximum density as determined by the Standard Proctor Compaction Test. Where possible, embankment fill shall be compacted using a sheepsfoot roller sufficiently heavy to produce interlocking between lifts. The Contractor shall achieve the required moisture content at his expense by wetting or drying as required. Field density and moisture content tests shall be provided to the Engineer.

Backfill around structures shall be compacted, to the extent necessary to prevent future settlement, by tamping or other means acceptable to the Engineer. Hand compacted fill shall be placed in layers not to exceed 6 inches in thickness, wetted if necessary, and tamped with hand or mechanical tampers until compaction is equivalent to that of adjoining materials.

<u>Basis of Payment</u>
No direct Payment will be made for this item of work

UNDERGRADING

Description
Work associated with this pay item shall be performed in accordance with Sec. 203 of the Standard Specifications and as specified herein.

Should the existing subgrade prove to be unsuitable as determined by the City, the Contractor shall perform one of the following stabilization measures with the method used depending on the depth of suitable subgrade:

1. SUBGRADE STABILIZATION USING EARTH FILL

   Where it is determined the depth of unsuitable subgrade is twenty-four (24) inches or less, the unsuitable subgrade shall be removed, disposed of and replaced using material and compaction methods stated in these Special Provisions for EMBANKMENT. The volume of unsuitable subgrade removed will be measured to the nearest cubic yard determined by field measurement of the hole by the City. This measurement shall be completed prior to filling the area. Payment shall be made at the contract unit price for UNDERGRADING which shall cover the removal and disposal of unsuitable subgrade and the procurement, hauling and placement of replacement material.

2. SUBGRADE STABILIZATION USING SHOT ROCK

   Where it is determined the depth of unsuitable subgrade is greater than twenty-four (24) inches, the unsuitable subgrade shall be removed to a depth of twenty-four (24) inches, disposed of and replaced using a twenty-four (24) inch thick layer of four (4) to six (6) inch crushed limestone containing a minimal fines. The layer of shot rock shall be compacted by means of two passes of a dozer, D8 or larger. The volume of unsuitable subgrade removed will be measured to the nearest cubic yard determined by field measurement of the hole by the City. This measurement shall be completed prior to filling the area. Payment shall be made at the contract unit price for UNDERGRADING which shall cover the removal and disposal of the unsuitable subgrade and the procurement, hauling and placement of replacement material.

Basis of Payment
The final actual quantities of Subgrade Stabilization Using Earth Fill and Subgrade Stabilization Using Shot Rock will be compared with the estimated plan quantities and the contract quantities of each item shall be adjusted, overrun or under run, by means of change order using the respective contract unit price established for UNDERGRADING. There shall be no adjustment to the contract unit price of these items whether the quantity is zeroed out, under run, or overrun.

CONCRETE PAVEMENT (INCLUDING BASE AGGREGATE)

Description
Work associated with this pay item shall be performed in accordance with Sec. 502 of the Standard Specifications and as specified herein.

Quantities computed for this item are based on plan dimensions and lengths. The following locations have been generally summarized below to indicate where CONCRETE PAVEMENT (INCLUDING BASE AGGREGATE) will be applied:

1. Outline ribbon locations at the intersections.
2. Pavement ramp to intersections.
3. Outline areas above and below proposed cross walk areas shown on the plans.
4. Variable-height curb walls and miscellaneous retaining wall locations.

The above locations are not considered to be all encompassing, but reflect general areas where the use of CONCRETE PAVEMENT (VARIABLE THICKNESS) was applied.

Basis of Payment
Payment for CONCRETE PAVEMENT (INCLUDING BASE AGGREGATE) will be made on a square yard basis using plan quantities. No additional payment will be made if the Contractor exceeds the planned dimensions.

Payment will include all backfill (with 5/8-inch clean limestone) and soil as appropriate, reinforcing steel, concrete, aggregate base, forming materials and all other items necessary for construction. Concrete shall have a 28-day compressive strength of 4,000 psi; reinforcing steel shall be grade 60.

TRUNCATED DOMES

Description
This work shall be performed in accordance with Sec. 2210 of Branson's Technical Specifications for Public Improvement Projects and associated details in the plans.

CONCRETE SIDEWALK

Description
This work shall conform to Section 608 of the Standard Specifications and the detail herein.
General
Surface shall be scored in two (2) foot squares with a directional broom finish. Tooled joints,

which are at right angles to the edge of the walk, should be placed at 2 foot (2') intervals. These joints shall be at least 1 ½ inches deep and not less than 1/8 inches wide, but no more than ¼ inches wide.

Expansion joints (1/2 inch) shall be placed in the sidewalks at intervals of 200 feet. They shall also be placed between the new sidewalks and the existing pavements. Asphalt joints or fiber joints with rubber joint sealer may be used. Expansion joints (1/2 inch) shall be placed between all existing structures and the new sidewalks.

Curing and protection shall be in accordance with Section 608 of the Standard Specifications.

ADA Curb Ramps will be placed at locations shown on the plans. The basis of payment for this work shall be paid separately as ADA CURB RAMP and will not be included in the cost for sidewalk pay items.

Method of Measurement
Measurement for this work will be per SQUARE YARD.

Basis of Payment
Basis of payment will be at the contract unit price per SQUARE YARD for CONCRETE SIDEWALK of the type and thickness specified.

MAINTENANCE OF TRAFFIC

1.0 Description
Work zone traffic management shall be in accordance with applicable portions of Section 100 and Section 600 of the Standard Specifications, and specifically as follows.

2.1 Traffic Management Schedule

2.2 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.3 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

2.4 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.5 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Sidewalks and lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

3.0 Traffic Congestion
The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

4.0 Traffic Delay
The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

5.1 Work Hour Restrictions.

5.2 There are many holiday and special events scheduled for downtown Branson. The following holidays and special events are listed below:

DATE	HOLIDAY / SPECIAL EVENT
12/25/2016	Christmas Day
01/01/2017	New Year's Day
01/16/2017	MLK Birthday
05/20/2017	Armed Forces Day
5/29/2017	Memorial Day

All sidewalks and lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday or special event until 9:00 a.m. on the first working day subsequent to the holiday or special event.

5.3 The contractor shall not perform any construction operation on the roadway, roadbed or active sidewalks and lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

5.4 The contractor shall be aware that traffic data indicates construction operations on the roadbed between the hours of 9 a.m. and 5 pm. Monday through Sunday will likely result in traffic queues greater than 15 minutes. Based on this data the contractors operations will be restricted accordingly unless it can be successfully demonstrated that their operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be evaluated upon the Contractor's request.

5.5 Any work requiring a reduction in the number of through sidewalks and lanes of

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nighttime hours. Nighttime hours shall be considered to be 6:00 p.m. to 6:00 a.m. for this project.

6.1 Detours and Lane Closures.

6.2 The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the engineer.

6.3 At least one lane of traffic in each direction on Commercial Street shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

6.4 If a property has only one entrance, the Contractor shall construct entrance one half at a time if feasible or provide temporary entrance to the property. If other arrangements are made with the property owner the Contractor shall provide a copy signed by the property owner to the City. As each construction sub phase is completed, aggregate base is to be placed and also asphalt base, as weather permits. If the asphalt pavement alternative is selected, no asphalt surface course may be placed until the entire asphalt base has been completed for the full project limits.

7.0 Construction Phasing Plan

7.1 The contractor shall be required to prepare a construction phasing plan for this project that meets the requirements of the Public Works Department. This plan must include a detailed description of the construction phasing, access plans for area businesses, traffic control plan for each phase, and any other pertinent information. This plan must be submitted to the project engineer well in advance of construction. If the plan is not acceptable, the contractor will be required to adjust his plan as necessary to satisfy the Public Works Department.

7.1.1 Elements of the phasing plan must show how access to the existing businesses throughout the downtown will be maintained during construction.

7.1.2 Elements of the plan must also include specific information related to the signing, pavement marking, designated parking areas, open trench protection measures, underground improvement installation plan, utility connection logistics, construction informational signing, and all associated temporary sidewalk platform detail necessary to maintain uninterrupted access to the downtown businesses.

8.0 Installation and Maintenance of Traffic Control Devises

All signing and barricades shall conform to the Manual on Uniform Traffic Control Devices (2009 edition) published by the Federal Highway Administration, including any revision thereto. Where barricades are required, they shall be an 8-foot minimum rather than the 2-foot minimum as shown in the Traffic Control Manual.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been reviewed by the City of Branson. All traffic control devices shall be properly maintained for the project duration. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. When operations are performed in stages, there shall be in place only those devices that apply to the conditions present during the stage in progress. Signs that do not apply to conditions present shall be removed, covered, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic around the work.

MAINTENANCE OF TRAFFIC includes but is not limited to: removing existing signs during the construction period, relocating the signs to the appropriate place after construction and replacing any signs damaged during construction. Stop signs and street name signs shall remain erect and maintained at all times.

Temporary markings will be required after the asphalt base is completed, prior to final surfacing as needed to safely channel traffic unless otherwise directed by the Engineer.

The traffic control provisions called for on the Traffic Control Plans are the minimum requirements for traffic control and the Contractor shall implement additional measures as deemed appropriate by the City of Branson at no additional cost to the City. Cost of all traffic control measures used, including but not limited to flag persons, channelizer barrels, cones, barricades, flashers, existing striping removal, temporary striping requirements, temporary sidewalk platforms, and temporary aggregate surfacing, shall be considered covered by the contract amount for the pay item, MAINTENANCE OF TRAFFIC. Upon failure of the Contractor to comply with any traffic control directive given by the City Engineer, the City shall have the authority to cause said conditions to be corrected and to deduct the associated cost from any payment due, or which may become due, the Contractor.

The Contractor shall submit any variations or different concepts for the Traffic Control Plans to the City in writing and drawing format. The variations will only be allowed if approved by the City Engineer in writing.

9.0 Basis of Payment

No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All costs shall be included in the lump sum unit cost for MAINTENANCE OF TRAFFIC.

TEMPORARY CONSTRUCTION SIGNING (SPECIAL)

Description
Work shall consist of furnishing, maintaining, updating, relocating, and removing a proposed temporary signage, promoting the improvements and business accessibility during construction. The proposed sign locations shall be installed at the locations shown on the plans and the content shall be coordinated with the City.

Basis of Payment
The work required furnishing, maintaining, updating, relocating and remove the proposed information signage shall be paid at the unit cost EACH for TEMPROARY CONSTRUCTION SIGNING (SPECIAL)

STORM INLET AND STORM BOXES

Description
This work shall be constructed in accordance with details shown in the plans and Section 731 of the Standard Specifications as modified herein.

Submittals
The Contractor shall be responsible for determining exact invert information from field conditions, especially when proposed structures are connecting the proposed drainage system to existing storm sewer systems. The contractor shall submit complete shop drawings prior to fabrication of any precast structures. Shop drawings shall confirm invert elevations from field information that may result in modifications due to adjustments for utilities.

Construction Details
No additional payments will be made for connection of new or existing storm sewer pipes or culverts. This work will be considered to be incidental. Pre-cast flared end sections, elbows and bend sections shall be included in the pipe cost (unless provided for otherwise) with no additional payment allowed.

Storm sewer shall be constructed in accordance with the provisions of the Standard Specifications with the exception that payment for storm sewer items shall cover all labor, material, excavation, bedding, backfill, etc., required to construct the finished storm sewer structure.

Manholes steps shall be provided in all storm sewer structures that exceed 5 ft. in height; this includes but is not limited to drop inlets, junction boxes and area inlets.

Where storm sewer excavation may impair the stability of utility poles, sign posts, etc., the Contractor shall take measures to brace the poles or posts until the trench has been backfilled. Trench backfill near such poles or posts shall be placed in 6 inch lifts and compacted using mechanical tampers to 95% of standard proctor maximum density.

Method of Measurement
Measurement for this work will be per EACH of the various types specified.

Basis of Payment
Payment for this work will be paid for at the contract unit price per EACH for the various types specified of INLETS AND JUNCTION BOX

WOOD MULCH / PLANTING BACKFILL MIX

PART 1 – GENERAL

1.1 RELATED DOCUMENTS
- A. Drawings and general provisions of the Contract, including General and Job Special Conditions and apply to this Section.

1.2 SUMMARY
- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
  1. "Plants" for placing planting soil for plantings.

1.3 DEFINITIONS
- A. AAPFCO: Association of American Plant Food Control Officials.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- C. CEC: Cation exchange capacity.
- D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
- F. Imported Soil: Soil that is transported to Project site for use.
- G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
- H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- I. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- J. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- L. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
- M. SSSA: Soil Science Society of America.

N. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

O. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

P. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.

Q. USCC: U.S. Composting Council.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include test data substantiating that products comply with requirements.
2. Include sieve analyses for aggregate materials.
3. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:
   a. Manufacturer's qualified testing agency's certified analysis of standard products.
   b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
   c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

C. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1. Multiple Laboratories: At Contractor's option, work may be divided among qualified testing laboratories specializing in physical testing, chemical testing, and fertility testing.

1.6 TESTING REQUIREMENTS

A. General: Perform tests on soil samples according to requirements in this article.

B. Physical Testing:

1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
   a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
   b. Hydrometer Method: Report percentages of sand, silt, and clay.
2. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
3. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
4. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85% compaction according to ASTM D 698 (Standard Proctor).

C. Chemical Testing:
1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
3. Metals Hazardous to Human Health: Test for presence and quantities of RCRA metals including aluminum, arsenic, barium, copper, cadmium, chromium, cobalt, lead, lithium, and vanadium. If RCRA metals are present, include recommendations for corrective action.
4. Phytotoxicity: Test for plant-available concentrations of phytotoxic minerals including aluminum, arsenic, barium, cadmium, chlorides, chromium, cobalt, copper, lead, lithium, mercury, nickel, selenium, silver, sodium, strontium, tin, titanium, vanadium, and zinc.

D. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of SSSA NAPT NCR-13 including the following:
1. Percentage of organic matter.
2. CEC, calcium percent of CEC, and magnesium percent of CEC.
3. Soil reaction (acidity/alkalinity pH value).
4. Buffered acidity or alkalinity.
5. Nitrogen ppm.
6. Phosphorous ppm.
7. Potassium ppm.
8. Manganese ppm.
9. Manganese-availability ppm.
10. Zinc ppm.
11. Zinc availability ppm.
12. Copper ppm.

13. Sodium absorption ratio.
14. Soluble-salts ppm.
15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
16. Other deleterious materials, including their characteristics and content of each.

E. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."

F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.
   1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft.
   2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Do not move or handle materials when they are wet or frozen.
   4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 – PRODUCTS

2.1 MATERIALS
A. Regional Materials: Imported soil manufactured planting soil and soil amendments and fertilizers shall be manufactured within 500 miles of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.

2.2 PLANTING SOILS
A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.

B. Planting-Soil Type: Imported, naturally formed soil from off-site sources and consisting of loam to sandy loam soil according to USDA textures; and modified to produce viable planting soil.

1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 6 inches deep, not from bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass.
2. Additional Properties of Imported Soil before Amending: Soil reaction of pH 6 to 7 and minimum of 2 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
3. Unacceptable Properties: Clean soil of the following:
   a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
   b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.
   c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.
4. Amended Soil Composition: Blend imported, unamended soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
   a. Ratio of Loose Compost to Soil: 1:8 by volume.
   b. Weight of Commercial Fertilizer: 10 lbs. per 500 Cu. Ft..
5. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
6. Feedstock: Limited to leaves.
7. Reaction: pH of 6.0 to 7.0.
8. Soluble-Salt Concentration: Less than 4 dS/m.
9. Moisture Content: 35 to 55 percent by weight.
10. Organic-Matter Content: 30 to 40 percent of dry weight.
11. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.

2.3 PLANTER WOOD MULCH

Shredded cedar, cypress or hardwood; dyed brown in color. Submit type and source for approval.

2.4 ORGANIC SOIL AMENDMENTS

A. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. Partially Decomposed Wood Derivatives: In lieu of shredded and

composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark.

2.5 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

PART 3 - EXECUTION

3.1 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.

B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

A. Excavation: Excavate soil from designated area(s) to a depth of 12 inches.

B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.

3.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 6 inches of subgrade. Spread remainder of planting soil.

C. Mixing: Spread unamended soil to total depth of 6 inches but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

1. Amendments: Apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.

a. Mix fertilizer with planting soil no more than seven days before planting.

2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 12 inches in loose depth for material compacted by compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.

D. Compaction: Compact each blended lift of planting soil to 75 percent of maximum Standard Proctor density according to ASTM D 698 and tested in-place.

E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 PLACING MANUFACTURED PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Subgrade Preparation: Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply approximately half the thickness of planting soil over prepared, loosened subgrade. Spread remainder of planting soil.

C. Application: Spread planting soil to total depth indicated on Drawings but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

1. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 12 inches in loose depth for material compacted by compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.

D. Compaction: Compact each lift of planting soil to 75 percent of maximum Standard Proctor density according to ASTM D 698.

F. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 PROTECTION

A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Vehicle traffic.
4. Foot traffic.
5. Erection of sheds or structures.
6. Impoundment of water.
7. Excavation or other digging unless otherwise indicated.

B. If planting soil or subgrade is over compacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

3.6 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

3.7 METHOD OF MEASUREMENT

Measure in cubic yards. Planter areas as shown on planting plans and planting detail.

3.8 BASIS OF PAYMENT

The accepted quantities, complete in place, will be paid for at the contract unit price for each of the pay items listed below. All costs of securing the source, processing, storing and hauling the material to the site will be paid for at the contract unit price per cubic yard for furnishing the planting soil and mulch.

PLANTING MIX BACKFILL – CU YD / WOOD MULCH – SQ YD

PLANTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Job Special Conditions and apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Plants.

1.3 UNIT PRICES

A. Unit prices apply to authorized work covered by quantity allowances.

B. Unit prices apply to additions to and deletions from the Work as authorized by Change Orders.

1.4 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which

they were grown, with a ball size not less than sizes indicated, wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1 for type and size of plant required.

D. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

E. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

F. Finish Grade: Elevation of finished surface of planting soil.

G. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

H. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

I. Planting Area: Areas to be planted.

J. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Planting Notes on drawings for planting soils.

K. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

L. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

M. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

N. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.5 COORDINATION

A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.6 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.7 ACTION SUBMITTALS

A. Samples for Verification: For each of the following:

1. Trees and Shrubs: One sample minimum of each variety and size delivered to site for review. Maintain approved Samples on-site as a standard for comparison.
2. Mulch: one quart by volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
3. Proprietary Root-Ball-Stabilization Device: One unit.
4. Root Barrier: Width of panel 12 inches.

1.8 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of the Engineer' contact persons.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

1. Manufacturer's certified analysis of standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

D. Sample Warranty: For special warranty.

1.9 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.10 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
2. Experience: Five years' experience in landscape installation
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
4. Personnel Certifications: Installer's personnel assigned to the Work shall

have certification in one of the following categories from the Professional Landcare Network:

a. Landscape Industry Certified Technician - Exterior.
b. Landscape Industry Certified Interior.
c. Landscape Industry Certified Horticultural Technician.

5. Pesticide Applicator: State licensed, commercial.

B. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

C. Plant Material Observation: Landscape Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Landscape Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

C. Deliver bare-root stock plants within 24 hours of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.

D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root

systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

E. Handle planting stock by root ball.

F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.

G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

I. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.
4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.12 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.13 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.

b. Structural failures including plantings falling or blowing over.

2. Warranty Periods: From date of Substantial Completion.
   a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
   b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
   c. Annuals: Three months.

3. Include the following remedial actions as a minimum:
   a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
   b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
   c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
   d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 – PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

   1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
   2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1.

Root flare shall be visible before planting.

D. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

E. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 FERTILIZERS

A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

1. Size10-gram tablets.
2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Shredded Cedar.
2. Size Range: 3 inches maximum, 1/2 inch minimum.
3. Color: Brown

B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of
5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch (25-mm) sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.4 PESTICIDES

A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 TREE-WATERING DEVICES

A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over an extended time period manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.

1. Color: As selected by Landscape Architect from manufacturer's full range.

2.6 MISCELLANEOUS PRODUCTS

A. Wood Pressure-Preservative Treatment: AWPA U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.

B. Root Barrier: Black, molded, modular panels 12 inches high (deep), 85 mils thick, and with vertical root deflecting ribs protruding 3/4 inch out from panel surface; manufactured with minimum 50 percent recycled polyethylene plastic with UV inhibitors.

1. Deeproot (800-458-7668) or approved equal.

C. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

D. Burlap: Non-synthetic, biodegradable.

E. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

D. Lay out plants at locations directed by Landscape Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

A. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.

B. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

C. Application of Mycorrhizal Fungi: At time directed by Landscape Architect, broadcast dry product uniformly over prepared soil at application rate according to manufacturer's written recommendations.

3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits.

1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
6. Maintain supervision of excavations during working hours.
7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.

B. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.

C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
   1. Hardpan Layer: Drill 6-inch diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

3.5 TREE, SHRUB, AND VINE PLANTING

A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
   1. Backfill: Planting soil per Planting Notes on Drawings.
   2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
   3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
   4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
      a. Quantity: Three for each caliper inch of plant.
   5. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Bare-Root Stock: Set and support each plant in center of planting pit or trench with root flare 1 inch above adjacent finish grade.
   1. Backfill: Planting soil per Planting Notes on Drawings
   2. Spread roots without tangling or turning toward surface. Plumb before backfilling, and maintain plumb while working.
   3. Carefully work backfill in layers around roots by hand. Bring roots into close contact with the soil.

4. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
5. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside soil-covered roots about 1 inch from root tips; do not place tablets in bottom of the hole or touching the roots.
    a. Quantity: Three for each caliper inch of plant.
6. Continue backfilling process. Water again after placing and tamping final layer of soil.

E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.
B. Prune, thin, and shape trees, shrubs, and vines as directed by Landscape Architect.
C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.
    1. to manufacturer's written instructions.

3.7 PLACING SOIL IN PLANTERS

A. Fill planter with planting soil as shown on Planting Details. Place soil in lightly compacted layers to an elevation as shown on planting detail.

3.8 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.
B. Use planting soil for backfill.
C. Dig holes large enough to allow spreading of roots.
D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.9 PLANTING AREA MULCHING

A. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.10 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.11 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.12 REPAIR AND REPLACEMENT

A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Landscape Architect.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.

B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.

1. Provide new trees of same size as those being replaced for each tree.
2. Species of Replacement Trees: Same species being replaced.

3.13 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation and before Substantial Completion remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.14 MAINTENANCE SERVICE

A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period: 12 months from date of Substantial Completion.

B. Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period: 12 months from date of Substantial Completion.

3.15 METHOD OF MEASUREMENT

A. Measure one plant per symbol as shown on Planting Plans and Plant Legend.

3.16 BASIS OF PAYMENT

The accepted quantities of plants, complete in place, will be paid for at the contract unit price for each plant of the type, species and size required by the contract and listed below. No direct payment will be made for incidental items such as supporting posts, mulch, peat moss, edging and water necessary for this work.

SCHED 40 PVC ELECTRICAL CONDUIT, BELOW GRADE

1.0 Description

C

This work shall consist of furnishing and placing of buried conduit and conduit in PCC structure. It includes trenching, line marking tape, backfilling, elbows, fittings, supports and accessories.

2.0 Materials

2.1 Conduit

Conduit shall be Schedule 40 or Schedule 80, as noted on the drawings, PVC, 90°C, UL rated or approved equivalent. Material shall comply to NEMA Specification TC-2 (Conduit), TC-3 (Fittings-UL-514), and UL-651 (Standard for rigid nonmetallic conduit). Conduit and fittings shall carry a UL label (on each 10 foot length of conduit and stamped or molded on every fitting).

Conduit and fittings shall be identified for type and manufacturer and shall be traceable to location of plant and date manufactured. Markings shall be legible and permanent. Conduit shall be made from polyvinyl chloride C-300 compound which includes inert modifiers to improve weatherability, heat distortion. Clean rework material, generated by manufacturer's own conduit production, may be used by same manufacturer, provided end products meet requirements of this specification.

Conduit and fittings shall be homogeneous plastic material free from visible cracks, holes, or foreign inclusions. Conduit bore shall be smooth and free of blisters, nicks or other imperfections which could mar conductors or cables. Conduit, fittings and cement shall be compatible to assure system integrity and shall be Carlon Plus 40 (Schedule 40) or Plus 80 (Schedule 80) as shown on project drawings, or equal.

Conduit and installation shall comply with all requirements in NEC Article 352. Mounting hardware shall be corrosion resistant: nonmetallic support straps or PVC conduit clamps with stainless steel hardware, designed for the installation of PVC conduit, which allows the conduit to expand and contract freely over varying temperature changes.

2.2 Line Marking Tape

Tape shall be minimum 5 mils thick constructed of aluminum foil encased in an impervious Mylar plastic coating. The minimum tensile strength determined in accordance with ASTM D882 is 15,000 PSI. The tape shall contain sufficient metal mass to provide detectability at depths up to 3 feet with a radio type metal locator.

Tape shall be acid, alkali and corrosion resistant. Color shall be "RED", corresponding to the standard color for electrical lines, and shall additionally be printed with "WARNING-ELECTRICAL LINE BELOW" or similar text. Line marking tape shall be as manufactured by Pro-Line Safety Products of West Chicago, Illinois or equivalent.

Unless otherwise indicated on the drawings, burial depth of tape shall be approximately 18" below finish grade.

2.3 Duct Spacers and Supports

Duct line spacers / supports shall provide stability and consistent separation and relieve direct stress for duct materials to be encased in concrete. Units shall incorporate a dovetail or other interlocking means to allow side-by-side interchangeability of conduit spacer sizes while maintaining horizontal stability. Units shall be of non-metallic construction and include integral base flanges and re-bar slots. Duct Spacers / Supports shall be Underground Devices "Wunpeece", Carlon/Lamson & Sessions Snap-Loc series or equivalent.

3.0 Construction Requirements

3.1 Submittals, and Certifications

Shop drawings, product data, and certifications shall be submitted to the Engineer for approval. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance.

In general, submittal information shall be dated, current project specific, identified as to the project and shall include the following:

a) Rigid PVC Conduit, Connectors, Elbows and Cement
b) Line Marking Tape
c) Conduit Spacers / Supports

3.2 Delivery, Storage and Handling

Reinforcing steel and conduit supports shall be stored on pallets, covered to protect them from weather. Conduits shall not be shipped loose, but shall be bundled by sizes. Fittings shall be stored in boxes. All equipment shall be stored on pallets to prevent contact with earth and shall be covered with plastic sheeting to protect them from dirt and weather. Wire and cable shall be delivered on reels or coiled in boxes. Wire and cables shall be stored and handled to prevent damage to conductor and insulation.

3.3 Excavation for Conduit

The ground shall be excavated in open trenches to width, depth and in direction necessary for proper installation of underground conduit, hand holes, and connections etc... as may be shown on drawings.

Excavations shall be deeper than minimum wherever required in order that ducts or conduits may be installed so as to avoid new or existing piping, etc., as directed by site conditions or Owner's representative.

CONTRACTOR SHALL PROCEED WITH CAUTION IN EXCAVATION AND PREPARATION OF TRENCH SO THAT EXACT LOCATION OF UNDERGROUND STRUCTURES, UTILITIES AND PIPING, BOTH KNOWN AND UNKNOWN, MAY BE

DETERMINED, AND CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REPAIR OF SUCH STRUCTURES, UTILITIES AND PIPING WHEN BROKEN OR OTHERWISE DAMAGED BY CONTRACTOR.

Unless otherwise noted on project drawings, all underground conduit shall be a minimum of 24" and a maximum of 30" below finished grade to top conduit in trench.
Before Contractor pulls any cables into conduits he shall have a mandrel one-fourth inch (1/4") smaller than duct inside diameter and approximately twenty inches (20") long pulled through each duct, and if any concrete or obstructions are found, Contractor shall remove them and clear ducts.

3.4 Backfill

Backfill for conduit and duct runs in continuous open areas away from roadways, paved areas and structures shall be backfilled as described below.

Unless otherwise noted, clean material obtained from the excavation which, in opinion of Owner's representative, does not contain excessive moisture, shall be suitable in constructing backfill. Excavated material which is considered unsuitable by the Engineer due to excessive moisture may be allowed to dry before being used as backfill. Approved backfill material shall be placed in 6 to 8 inch lifts (layers) and then compacted as necessary to prevent settlement.

3.5 Conduit Installation

Conduit size and fill requirements shall comply with appropriate conduit fill tables in Annex C of NEC. It should be noted these are minimum requirements and larger conduit sizes or smaller fill requirements shall be used whenever specified or detailed on drawings.

Make all joints in underground conduit watertight with approved joint compound. Temporarily plug conduit openings to exclude water, concrete or any foreign materials during construction. Clean conduit runs before pulling in conductors.

Use pre-manufactured factory elbows or bends fabricated with hydraulic bending machine. Field bending of all PVC conduit shall be accomplished with use of equipment approved by conduit manufacturer. Open flame bending equipment will not be acceptable.

Use pre-manufactured factory elbows or bends fabricated with hydraulic bending machine. Field bending of all PVC conduit shall be accomplished with use of equipment approved by conduit manufacturer. Open flame bending equipment will not be acceptable

3.6 Security

Contractor is responsible for providing all safety barricades, safety materials, man-lift devices, and posting safety watches at all manholes and raceway vaults as required to construct this project in a safe manner.

4.0 Method of Measurement

Measure in place conduit, below grade and in PCC structure by the linear foot to include all necessary and specified fabrication, installation, fittings, elbows, trenching, backfill, and miscellaneous requirements.

5.0 Basis of Payment

The accepted quantities of each linear foot of PVC CONDUIT, BELOW GRADE of the size specified, below grade and in PCC structure will be paid for at the contract unit price per unit linear foot including all necessary and specified conduit, fabrication, installation, fittings, elbows, trenching, backfill, and miscellaneous requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

GRS CONDUIT, ABOVE GRADE

1.0 Description

This work shall consist of furnishing and placing of galvanized rigid steel conduit. It includes conduit, elbows, fittings, supports and accessories.

2.0 Materials

2.1 Schedule 40 Galvanized Rigid Steel Conduit

Conduit shall be of heavy wall type fabricated from mild steel tubing and shall have a hot-dipped galvanized inner and outer coating, with a final coating of zinc chromate. Conduit and installation shall comply with all requirements in NEC Article 344. Mounting hardware shall be corrosion resistant, stainless steel, or galvanized steel.

2.2 Fittings and Conduit Bodies

Unless otherwise specified, all fittings and conduit bodies shall be manufactured from the same type of material as the conduit system (aluminum, galvanized steel, PVC, etc.) Field Modifications to Existing Rigid Metal Conduit Systems ONLY:

Where modifications to existing rigid conduit installations make threading of field cuts impossible, use Type HK series couplings by Thomas & Betts/Steel City, or equivalent

2.3. Pull Cords

Each empty conduit shown or described on the drawings shall be furnished with a pull cord to facilitate future conductor installation. Cord shall consist of non-deteriorating, non-metallic, non-cotton construction such as polyester or nylon material. Minimum tensile strength of all pull strings shall be 200#. Leave minimum of 12 inches slack at each termination or end. Any references on project drawings to "pull wire" shall be interpreted as a pull cord as described herein.

3.0 Construction Requirements

3.1 Submittals, and Certifications

Shop drawings, product data, and certifications shall be submitted to the Engineer for approval. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance.

In general, submittal information shall be dated, current project specific, identified as to the project and shall include the following:

a) Rigid GRSC Conduit, Connectors, and Elbows
b) Spacers / Supports

3.2 Delivery, Storage and Handling

Reinforcing steel and conduit supports shall be stored on pallets, covered to protect them from weather. Conduits shall not be shipped loose, but shall be bundled by sizes.

Fittings shall be stored in boxes. All equipment shall be stored on pallets to prevent contact with earth and shall be covered with plastic sheeting to protect them from dirt and weather. Wire and cable shall be delivered on reels or coiled in boxes. Wire and cables shall be stored and handled to prevent damage to conductor and insulation.

3.3 Conduit Installation

Conduit size and fill requirements shall comply with appropriate conduit fill tables in Annex C of NEC. It should be noted these are minimum requirements and larger conduit sizes or smaller fill requirements shall be used whenever specified or detailed on drawings.

Use pre-manufactured factory elbows or bends fabricated with hydraulic bending machine. Field bending of all PVC conduit shall be accomplished with use of equipment approved by conduit manufacturer. Open flame bending equipment will not be acceptable.

Ream conduits only after threads are cut. Cut joints square to butt solidly into couplings. Where necessary to join two pieces of conduit and it is impossible to use standard coupling, use three piece conduit coupling. Use of running thread is prohibited. This applies to all rigid conduit installations, underground or otherwise. In order to comply with NEC Article 300.6(A), all rigid steel conduit shall have field-cut threads re- coated using an electrically conductive, corrosion-resistant compound, Thomas & Betts/Shamrock "Kopr-Shield" (a product of Jet Lube, Inc.), or equivalent.

A run of conduit between outlet and outlet, between fitting and fitting or between outlet and fitting shall not contain more than the equivalent of four quarter turn bends (360°), including bends immediately at an outlet or fitting.

At all conduit terminations furnish locknuts on both sides of enclosure plus an insulated bushing unless conduit termination is into a factory-threaded conduit opening or watertight (Myers-type)

hub.

Do not run conduit below or adjacent to water piping, except where permitted by the engineer

Run exposed conduits parallel with walls and at right angles to building lines, not diagonally.

Support exposed rigid metal conduit runs on walls or ceiling every five feet (5') with stainless steel or PVC coated galvanized cast one hole straps, clamp backs and anchors. Provide lead shield insert anchors, with stainless steel round head machine screws, for concrete and brick construction. In wood construction, use stainless steel round head wood screws. Where steel members occur, drill and tap and use stainless steel round head machine screws.

Perforated metal strapping of any kind is prohibited

Provide expansion and deflection fittings in all conduits which pass through or over building expansion joints. All expansion and deflection fittings shall be designed for, and compatible with, the conduit types on which they are installed.

4.0 Method of Measurement

Measure In Place GRS Conduit, above grade by the linear foot to include all necessary and specified fabrication, installation, fittings, elbows, supports, accessories and miscellaneous requirements.

5.0 Basis of Payment

The accepted quantities of each linear foot of placed GRS CONDUIT, above will be paid for at the contract unit price per unit linear foot including all necessary and specified conduit, fabrication, installation, fittings, elbows supports, accessories, and miscellaneous requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

WIRE IN CONDUIT

1.0 Description

This work shall consist of furnishing and placing electrical conductors and ground wires in buried conduit, conduit in PCC/masonry structures, light poles, hand holes and accessory structures.

2.0 Materials

2.1 Wire

RHW for direct burial application only. For wire in underground conduit, THHN/THWN,

600 volt, 75 degree C (167 degrees F) wet rating and 90 degrees C (194 degrees F) dry rated thermosetting filled insulating cable.

Unless otherwise noted on the drawings or specifications, all exterior cable shall be dual-rated type RHW-2/USE-2. Contractor should note that this applies to both direct buried cable and cable in conduit or duct.

Cable shall be 600 Volt rated, sized as indicated on the drawings. Cable shall comply with Underwriters Laboratories Standard U.L. 44 (for Type RHW-2) and U.L. 854 (for Type USE-2) and shall pass the IEEE 383, 70,000 BTU/hr and VW-1 Flame Tests.
Cable insulation shall be abrasion, moisture, heat and sunlight resistant black cross- linked polyethylene (XLP).

Cables shall be rated for use at 90°C in both wet and dry locations and be suitable for use in conduit, underground service entrance cable and direct burial applications.
Unless otherwise specified or detailed on drawings, all wire and cable on this project shall be copper construction only.

2.2 Splices and Joints

Note that below grade splices in manholes, hand holes and vaults **will not** be allowed on this project unless specifically shown on drawings. Conductors are to be pulled continuous end-to-end unless otherwise noted or directed by the Engineer in writing.

2.3 #8 and Smaller Conduits

Twist-on connectors pre-filled with silicone-based sealant to protect against moisture and corrosion. Units shall be UL 486D listed as weatherproof, waterproof and suitable for direct burial. Units shall be Ideal Industries "Underground" #64 or King Innovation "Dryconn King 6 Blue" Filled Waterproof Connectors, or equivalent.
#6 and larger conductors: NSI/Polaris ISRW Series "Blue"
Ilsco Series USPA, DBK, SSK or PDSS

3.0 Construction Requirements

3.1 Submittals, and Certifications

Shop drawings, product data, and certifications shall be submitted to the Engineer for approval. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance. In general, submittal information shall be dated, current project specific, identified as to the project and shall include the following:

a) All cable types and sizes used on this project
b) All joint and connecting products.

3.2 Delivery, Storage and Handling

All equipment shall be stored on pallets to prevent contact with earth and shall be covered with plastic sheeting to protect them from dirt and weather. Wire and cable shall be delivered on reels or coiled in boxes. Wire and cables shall be stored and handled to prevent damage to conductor and insulation.

3.3 Color Coding

Color code conductor insulation for #10 AWG or smaller conductors. Color code conductors #8 AWG or larger with colored tape or colored insulation. Standard colors:

	120/240V 1 Phase 3W	240 V or 208/120V 3 Phase 3 or 4W	480V 3 Phase 3 or 4W	240/120V 3 Phase 4W,
Phase A	Black	Black	Brown	Black
Phase B	Red	Red	Orange	Orange (high leg)
Phase C	N/A	Blue	Yellow	Blue
Neutral	White	White	Gray	White
Ground	Green	Green	Green	Green

3.4 Installation (Wire Conductors)

Wire and cable shall be installed using accepted industry methods to prevent damage to conductors and insulation. Installation shall comply with all applicable sections of NEC regarding conduit fill.

No splices shall be permitted in conduit bodies. All splices shall be made in junction boxes, control panels and cabinets provided for that purpose as detailed or required by need.

Install wire marking tape 6" above all conduit

Neatly train and lace wiring inside boxes, and equipment.

Drawings are diagrammatic in showing circuitry routing between devices and equipment. Provide all phase conductors, neutrals, switched and un-switched legs, grounds, etc., as required for a complete and operational electrical system.

All conductors shall be continuous without splices except at locations approved for the purposes of splicing.

All wire sizes shall be stranded except where specifically approved otherwise.

Pulling eyes on conductors or a basket weave grip shall be used for pulling cable. Woven wire cable grips shall be used to pull all single conductor cable where pulling eyes are not

available. Preferred method for pulling conductors is factory-installed eyes attached to conductors. All sharp points and edges on the hardware attaching the pulling rope to the cable shall be taped to prevent snagging or damaging the raceway.

When a cable grip or pulling eye is used for pulling, the area of the cable covered by the grip or seal plus 6 inches shall be cut off, and discarded when the pull is completed.
When pulling loops are used, the entire loop shall be cut off and discarded when the pull is completed.
A non-binding type of swivel, or swivel connection shall be inserted between the pulling rope and the cable pulling eye, grip or loop to prevent twisting under strain and allow for free rotation of the cable during pulling.

The pulling tension of any cable shall not exceed the maximum tension recommended by the cable manufacturer. Pulling mechanisms of both the manual and power types shall have the rated capacity clearly marked on the equipment. Cable shall be installed using either hand-tension or by use of specially-designed "cable-tuggers". Any cable pulled through conduit using trucks, back-hoe's, earthmoving equipment or similar apparatus will be rejected and will be replaced with new cable at the Contractor's expense.

Break-away shear-pins or other acceptable method of tension limitation shall be utilized on mechanical pulling equipment to prevent over-stressing cable during installation. To avoid insulation damage from excessive sidewall pressure at bends, the pulling tension, in pounds at a bend, shall not exceed 300 times the radius of the bend in feet.

As soon as the cable is pulled into place, the pulling eyes, cable grips, or pulling loops shall be removed. On exterior pulls, the remaining cable ends shall be temporarily resealed with either a minimum of three (3) wraps of 2" Scotch #23 rubber splicing tape or heat-shrink caps. Exposed cable ends shall be wrapped in such a manner to prevent unintentional water entry. Cable ends or seals shall be installed prior to the end of the workday.

Cable shall not be bent to a radius of less than 4 times the overall diameter, including installation apparatus.

All damaged or rejected cable shall be removed from the project site and replaced at no additional expense to the project.

4.0 Method of Measurement

Measure in place wire in conduit by the linear foot. All wire in light poles and hand holes shall be considered incidental to that structure's pay item. Measurement includes all splicing, connections and accessories.

5.0 Basis of Payment

The accepted quantities of each linear foot of placed THIN COPPER WIRE will be paid for at the contract unit price per unit linear foot splicing, connections and accessories. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

ALLUMINUM SQUARE TUBE POST / TRAFFIC SIGN PANEL

DESCRIPTION

The work of this special provision includes painted aluminum sign posts, MUTCD compliant sheet signs and ornamental aluminum sheet sign surrounds forming an integrated sign post assembly for parking and Stop signs.

MATERIALS

1.0 Performance Requirements

Engineer sign post assemblies to withstand structural loads indicated. Determine allowable design working stresses of railing materials based on the following:

A. Structural Performance: Provide posts and sign assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

   1. Uniform load of 50 lbf/ ft. applied in any direction.
   2. Concentrated load of 200 lbf applied in any direction.
   3. Uniform and concentrated loads need not be assumed to act concurrently.

B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

2.0 Submittals

A. Manufacturer's product lines of standard components.
B. Paint products.
C. Drawings depicting attachments of the various components to each other.
D. A minimum 12" long painted section of the post with at least one clamp fastening the sheet sign to the post. A 12" square section of the painted sheet sign is to be attached. Sample to be constructed of actual components being proposed, accurate in profile, finish and gage.

3.0 Quality Assurance

A. Source Limitations: Obtain each type of railing through one source from a single manufacturer.
   1. Do not modify aesthetic intent without Architect's written approval.
   2. Qualify welding procedures and personnel according to AWSD1.2, "Structural

Welding Code – Aluminum".

4.0 Metals

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

C. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below:
   1. Extruded Bars and Shapes Including Extruded Tubing: ASTM B 221, Alloy 6063-T5/T52.
   2. Extruded Structural Round Tubing: ASTM B 429, Alloy 6063-T6.
   3. Provide Standard Weight (Schedule 40) pipe, unless otherwise indicated or required to meet structural performance requirements.
   4. Drawn Seamless Tubing: ASTM B 210, Alloy 6063-T832.
   5. Die and Hand Forgings: ASTM B 247, Alloy 6061-T6.
   6. Castings: ASTM B 26, Alloy A356.0-T6.

5.0 Fasteners - Provide the following:

A. Aluminum Components: Type 304 stainless steel fasteners.
B. Provide tamper resistant concealed fasteners for interconnecting components.

6.0 Fabricators/Installers

A. Subject to compliance with requirements, provide components by a metals fabricator with a minimum of five years experience with successful installation of custom ornamental aluminum systems.

7.0 Fabrication

Fabricate components to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads and comply with all applicable codes.

A. Assemble components in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.
B. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

8.0 Finishes

Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces

are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B. Provide exposed fasteners with finish matching appearance, including color and texture, of sheet aluminum.

C. Where painted aluminum is designated on the Drawings: Provide a High Performance Organic Finish Three-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.The paint color to match Landscape Forms standard paint color titled "Stormcloud" with a matte texture.

D. All signs and sign posts shall be new and all signing materials and work shall conform to the Missouri Standard Specifications for Highway Construction 2004 edition and latest revisions. The bottom of the sign shall be installed a minimum of 7 feet above the top of curb or edge of shoulder.

CONSTRUCTION REQUIREMENTS

1.0 Installation

A. Fit exposed connections together to form tight, hairline joints.

B. Do not weld, cut, or abrade surfaces of components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.

C. Set posts plumb within a tolerance of 1/16 inch in 3 feet.

D. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

METHOD OF MEASUREMENT

1.0 The sign work will be measured per each installed and accepted post.

2.0 For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of each pay item listed below will be paid for at the contract unit price indicated below. The pay items include all fabrication, submittals, coordination with other trades, anchorage devices and installation requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

Payment Will Be Made Under:

Payment Will Be Made Under:

PAY ITEM	UNIT
SIGN	EACH

CLAY PAVERS

DESCRIPTION

This work shall consist of providing and installing clay brick unit pavers as shown on the Drawings including:

A. Clay pavers set in bituminous setting beds on concrete base.
B. Clay pavers with "T" paver spacers for areas trafficked by pedestrians and light duty vehicles
C. Clay pavers for areas trafficked by heavy duty vehicles.

MATERIALS

1.0 Quality Assurance

A. References:

- Main Field and Commemorative Panel Areas: ASTM C902_Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type1, Application PX.
- Crosswalk and Alley Areas: ASTM C1272_Standard Specification for Heavy Vehicular Paving Brick, Type R, Application PX.

B. Source Limitations: Obtain each type of unit paver, joint material, and setting material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.
C. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five years demonstrated experience in installing products of the same type and scope as specified. The limestone bollards and limestone planter curbs are also to be installed by the clay brick unit paver installer.

SUBMITTALS

Product data for the following: Pavers, bituminous setting materials, paver spacers and sand for joints.

1.0 Clay Pavers

A. Manufacturer: Endicott Clay Products Co.:
57120 707th Rd.;
Endicott, NE 68350;
Tel: 402-729-3315.

Substitutions are not permitted.

B. Wire cut surface unless noted otherwise.
C. Thickness, Face Size, Edge Treatments and Color: See Paver Schedule on the Drawings.

2.0 Bituminous Setting-Bed Materials

A. Primer for Base: ASTM D 2028, cutback asphalt, grade as recommended by unit paver manufacturer.
B. Fine Aggregate for Setting Bed: ASTM D 1073, No. 2 or No. 3.
C. Asphalt Cement: ASTM D 3381, Viscosity Grade AC-10 or Grade AC-20.
D. Neoprene-Modified Asphalt Adhesive: Paving manufacturer's standard adhesive consisting of oxidized asphalt combined with 2 percent neoprene and 10 percent long-fibered mineral fibers containing no asbestos.
E. Sand for Joints: Fine, sharp, washed natural sand or crushed stone with 100 percent passing No. 16 sieve and no more than 10 percent passing No. 200 sieve.

Provide sand of color needed to produce required joint color.

3.0 Bituminous Setting-Bed Mix

A. Mix bituminous setting-bed materials at an asphalt plant in approximate proportion, by weight, of 7 percent asphalt cement to 93 percent fine aggregate, unless otherwise indicated. Heat mixture to 300 deg F.

CONSTRUCTION REQUIREMENTS

1.0 Mockups

A. Build mockups of complete section of paving to verify specified selections and to demonstrate aesthetic effects and set quality standards for materials and execution. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
B. Provide a minimum 80 square foot mockup in an area where the crosswalk and main field paver types can be exhibited including a limestone bollard and a minimum of 5 lineal feet of limestone planter curb.

2.0 Delivery, Storage, And Handling

A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.
B. Store liquids in tightly closed containers protected from freezing.
C. Store asphalt cement and other bituminous materials in tightly closed containers.

3.0 Project Conditions

A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
B. Weather Limitations for Bituminous Setting Bed: Install bituminous setting bed only when ambient temperature is above 40 deg F and when base is dry.
C. Apply asphalt adhesive only when ambient temperature is above 50 deg F and when temperature has not been below 35 deg F for 12 hours immediately before application. Do not apply when setting bed is wet or contains excess moisture.
D. Install paver section in accordance with manufacturer's recommendations.

4.0 Examination

A. Examine areas indicated to receive paving, with paver Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Adhere to manufacturers recommendations.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

5.0 Preparation

A. Remove substances from concrete substrates that could impair bituminous setting bed bond, including curing and sealing compounds, form oil, and laitance.
B. Clean concrete substrates to remove dirt, dust, debris, and loose particles.

6.0 Installation

A. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work per the referenced ASTM Specifications.
B. Mix pavers to produce uniform blend of colors and textures.
C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable. Use wet saws or dust bags as required to minimize cutting dust.
D. Joint Pattern: As indicated on the Drawings.
E. Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches and 1/4 inch in 10 feet from level, or indicated slope, for finished surface of paving.
F. Expansion and Control Joints: Provide joint filler at locations and of widths indicated. Install joint filler before setting pavers. Make top of joint filler flush with top of pavers.

7.0 Bituminous Setting-Bed Applications

A. Apply primer to concrete slab or binder course immediately before placing setting bed.
B. Prepare for setting-bed placement by locating control bars approximately 11 feet apart and parallel to one another, to serve as guides for striking board. Adjust bars to subgrades required for accurate setting of paving units to finished grades indicated.
C. Place bituminous setting bed where indicated, in panels, by spreading bituminous material between control bars. Spread mix at a minimum temperature of 250 deg F. Strike setting bed smooth, firm, even, and not less than 3/4 inch thick. Add fresh bituminous material to low, porous spots after each pass of striking board. After each panel is completed, advance first control bar to next position in readiness for striking adjacent panels. Carefully fill depressions that remain after removing depth-control bars.
D. Roll setting bed with power roller to a nominal depth of 3/4 inch. Adjust thickness as necessary to allow accurate setting of unit pavers to finished grades indicated. Complete rolling before mix temperature cools to 185 deg F.
E. Apply neoprene-modified asphalt adhesive to cold setting bed by squeegeeing or troweling to a uniform thickness of 1/16 inch. Proceed with setting of paving units only after adhesive is tacky and surface is dry to touch.
F. Place pavers carefully by hand in straight courses, maintaining accurate alignment and uniform top surface. Protect newly laid pavers with plywood panels on which workers can stand. Advance protective panels as work progresses, but maintain protection in areas subject to continued movement of materials and equipment to avoid creating depressions or disrupting alignment of pavers. If additional leveling of paving is required, and before treating joints, roll paving with power roller after sufficient heat has built up in the surface from several days of hot weather.

G. Joint Treatment: The Endicot Paver Spacers are only to be used with pavers that do not have lugs. Place unit pavers with properly sized joints using the Endicot Paver Spacers or as established by the lugged pavers. Fill joints by sweeping sand over paved surface until joints are filled. Remove excess sand after joints are filled.

8.0 Repairing, and Cleaning

A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
B. Cleaning: Remove excess sand from exposed paver surfaces; wash and scrub clean.

METHOD OF MEASUREMENT

The CLAY BRICK PAVERS will be measured by the square yard of fully installed and accepted pavers. For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of unit pavers will be paid for at the contract unit price per square yard. This payment will be full compensation for furnishing and placing all materials including all necessary and specified fabrication, mockups, installation, anchorage materials, and coordination with other trades, primer, and bituminous setting bed, sweeping of joints with sand and miscellaneous requirements as specified or detailed.

Payment Will Be Made Under:

PAY ITEM	UNIT
CLAY BRICK PAVER	SQ FT

LIMESTONE – BOLLARDS / LIMESTONE - PLANTER CURBS

DESCRIPTION

The work of this special provision includes the furnishing and installing of the limestone caps and details for the stone clad retaining walls, limestone bollards and limestone planter curbs.

The limestone bollards and limestone planter curbs are to be installed by the clay brick unit paver installer.

MATERIALS

1.0 Quality Control

A. Source Limitations for limestone: Obtain each variety of limestone from one quarry with resources to provide materials of consistent quality in appearance and physical properties.
B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.
C. Varieties and Sources: Subject to compliance with requirements, provide stone of the following variety and from the following source:

2.0 Limestone

A. Comply with ASTM C 568.
B. Basis of Design Product: EW Gold Limestone quarried by EarthWork's (Perrysville, Missouri; 573-547-9097). Provide all limestone from one ledge as required to ensure a tight color range is realized. As the basis of design for selection of the limestone, alternative products will be evaluated against the physical and aesthetic properties of the EW Gold limestone. The criteria to be evaluated will include:

Color and Finish Options

Density, lb/ft^3	167
Bulk Specific Gravity	2.67
Absorption, %	1.2
Compressive Strength, psi:	
Average	18,000
Minimum	10,500
Modulus of Rupture, minimum psi	1525
Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion	
Grading	1
% Loss	25

C. Match samples of "EW Gold" for color, finish, and other aesthetic characteristics.

3.0 Mortar Materials

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color cement as required to produce mortar color indicated.

B. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C 114.

C. Hydrated Lime: ASTM C 207, Type S.

D. Aggregate: ASTM C 144 and as follows:
   1 For pointing mortar, use aggregate graded with 100 percent passing No. 16 sieve.

E. White Aggregates: Natural white sand or ground white stone.

F. Latex Additive: Manufacturer's standard water emulsion, serving as replacement for part or all of gauging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement mortar bed, and not containing a retarder.

G. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Bonsal.
   2. Bostik Findley Inc.
   3. Laticrete International, Inc.
   4. MAPEI Corp.
   5. Summitville Tiles, Inc.
   6. TEC Specialty Construction Brands; H. B. Fuller Company.

H. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by manufacturer for use in masonry

mortar of composition indicated.

I. Products: Subject to compliance with requirements, provide one of the following:
   1. Euclid Chemical Company (The); Accelguard 80.
   2. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Morset.
   3. Sonneborn, Div. of Degussa Building Systems; Trimix-NCA.

J. Water: Potable.

4.0 Stone Anchors

A. Stone Trim Anchors: Units fabricated with tabs or dowels designed to engage kerfs or holes in stone trim units and holes for fasteners or post-installed anchor bolts for fastening to substrates or framing as indicated.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Halfen Anchoring Systems; Meadow Burke.Heckmann Building Products Inc.
   2. Hohmann & Barnard, Inc.
   3. Materials: Fabricate anchors from stainless steel, ASTM A 240, Type 304. Fabricate dowels from stainless steel, ASTM A 276, Type 304.

Fasteners for Stone Trim Anchors: Annealed stainless-steel bolts,nuts, and washers; ASTM F 593 for bolts and ASTM F 594 for nuts, Alloy Group 1.

5.0 Embedded Flashing Materials

A. Metal Flashing: Provide metal flashing where flashing is exposed or partly exposed and where indicated. Flashing to comply with SMACNA's "Architectural Sheet Metal Manual" and as follows:

B. Stainless Steel: ASTM A 240/A240M, Type 304, 0.016 inch thick.

C. Fabricate through-wall flashing embedded in masonry from stainless steel with ribs at 3-inch intervals along length of flashing to provide an integral mortar bond.

D. Subject to compliance with requirements, provide one of the following products:
   1. Cheney Flashing Company; Cheney 3-way Flashing (Sawtooth).
   2. Keystone Flashing Company, Inc.; Keystone 3-way Interlocking Thruwall Flashing.
   3. Sandell Manufacturing Co., Inc.; Mechanically Keyed Flashing.

E. Fabricate thru-wall flashing with drip edge where indicated. Fabricate by extending flashing ¼ inch out from the wall, with outer edge bent down 30 degrees and hemmed.

6.0 Vapor-Retarding Membrane Air Barrier

A. Fluid applied vapor retarding membrane air barrier; Elastomeric, modified bituminous membrane.

B. Subject to compliance with requirements, provide one of the following products:

1. Carlisle Coatings & Waterproofing Inc.; Barriseal R or Barriseal S.
2. Epro Services, Inc.; Ecoflex-R or Ecoflex-S.
3. Henry Company; Air-Bloc 06 or Air-Bloc 06 QS.
4. Hohmann & Barnard, Inc.; Tetroflash Liquid
5. Meadows, W. R., Inc.; Air-Shield LM.
6. Tremco Inc., an RPM Company; ExoAir 120 SP/R

C. Physical and Performance Properties:

1. Air Permeance: Maximum 0.004 cfm/sq.ft. of surface area at 1.57-lbf/sq.ft. pressure difference; ASTM E 2178
2. Vapor Permeance: Maximum 0.1 perm; ASTM E 96/E 96M.
3. Ultimate Elongation: Minimum 500 percent; ASTM D 412, Die C.

7.0 Joint Sealant

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates and is suitable for use with the specified limestone and sandstone materials.

B. Manufacturers:
1. Crafco, Inc.
2. Dow Corning Corp.
3. GE Silicones.
4. Pecora Corp.
5. Sonneborn Building Products Div., ChemRex, Inc.
6. Tremco.

8.0 Masonry Cleaners

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar and grout stains, efflorescence, and other new construction stains from stone masonry surfaces without discoloring or damaging masonry surfaces; expressly approved for intended use by cleaner manufacturer and stone producer.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Diedrich Technologies, Inc.
2. Dominion Restoration Products.
3. EaCo Chem, Inc.
4. Hydrochemical Techniques, Inc.
5. Prosoco, Inc.

9.0 Mortar Mixes

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless

otherwise indicated.

1. Do not use calcium chloride.
2. Limit cementitious materials in mortar to portland cement and lime.
3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again, adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for one to two hours. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

1. Mortar for Stone Masonry: Comply with ASTM C 270, Proportion Specification.
2. Mortar for Setting Below Grade Stone: Type S.
3. Mortar for Setting Above Grade Stone: Type N.
4. Mortar for Pointing: Type N.

C. Latex-Modified Portland Cement Setting Mortar: Proportion and mix portland cement, aggregate, and latex additive to comply with latex-additive manufacturer's written instructions.
   1. For latex-modified portland cement setting-bed mortar, substitute latex admixture for part or all of water, according to latex-additive manufacturer's written instructions.

10.0 Fabrication

A. Fabricate stone to comply with sizes, shapes, and tolerances recommended by applicable stone association or, if none, by stone source, for faces, edges, beds, and backs.
   1. Cut stone to produce pieces of thickness, size, and shape indicated, including details on Drawings. Dress joints (bed and vertical) straight and at right angle to face unless otherwise indicated.
   2. Cut and drill sinkages and holes in stone for anchors and supports.
   3. Carefully inspect stone at quarry or fabrication plant for compliance with requirements for appearance, material, and fabrication. Replace defective units before shipment.
   4. Clean sawed backs of stone to remove rust stains and iron particles.

B. Thickness of Stone: Provide thickness indicated on the Drawings.
   1. Shape stone for type of masonry (pattern) as indicated on the Drawings.
   2. Finish exposed faces and edges of stone to comply with requirements indicated for finish and to match approved samples and mockups.

<u>CONSTRUCTION REQUIREMENTS</u>

1.0 Submittals

A. Product Data: For each type of product indicated.

1. For stone varieties proposed for use on Project, Include test data for each type of stone, indicating compliance with physical properties specified or required by referenced ASTM standards.

B. Samples for Initial Selection: For colored mortar and other items involving color selection.

C. Samples for Verification:
1. For each stone type indicated: Include at least three samples for each type of stone, exhibiting extremes of the full range of color and other visual characteristics expected in completed Work. Samples will establish the standard by which stone provided will be judged. Samples to be 6"x6"x1/2" thick.
2. For each color of mortar required. Label Samples to indicate types and amounts of pigments used.
3. Provide product data and color selection samples for each color of sealant required.

D. Qualification Data: For qualified Installer.

2.0 Quality Assurance

A. Installer Qualifications: A qualified installer who employs experienced stonemasons and stone fitters. Submit references (phone number and name for the entity to whom mason was contracted to and the name and phone number for owner) for a minimum of 5 similar projects exhibiting a minimum of 5 years of work including web wall veneer systems specified elsewhere.

3.0 Mockups

A. Build mockups to demonstrate aesthetic effects and set quality standards for materials, joint detailing and execution. The mockup is to include:
1. One complete face of one retaining wall for a minimum length of 5', approximately three feet of a second face of the same retaining wall as required to review the corner condition for the full height of the wall and the full cap for the length of the mockup.
2. A minimum of twenty lineal feet of a planter curb including at least one corner that is obtuse.
3. One full bollard.

B. Bidders are to assume a minimum of two masonry mockups being required.

C. Build mockups in full thickness and include all accessories. Include a sealant-filled joint where applicable. Protect accepted mockups from damage.

D. Approval of mockups is for color, texture, and blending of stone; relationship of mortar, sealant and stone colors; tooling of joints; and aesthetic and durability qualities of workmanship. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

4.0 Delivery, Storage and Handling

A. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

B. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

C. Deliver pre-blended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store pre-blended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.

D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

5.0 Project Conditions

A. Protection of Stone Masonry: During construction, cover all stone work with waterproof sheeting at end of each day's work. Cover partially completed stone masonry when construction is not in progress.

B. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.

1. Stain Prevention: Immediately remove mortar and soil to prevent them from staining the face of stone masonry. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on the ground and over the wall surface. Protect sills, ledges, and projections from mortar droppings.

2. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace stone masonry damaged by frost or freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

C. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.

D. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

6.0 Coordination

A. Advise installers of other work about specific requirements for placement of reinforcement, veneer anchors, flashing, and similar items to be built into stone masonry.

7.0 Examination

A. Examine surfaces indicated to receive stone masonry, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Examine substrate to verify that dovetail slots, inserts, reinforcement, veneer anchors, flashing, and other items installed in substrates and required for or extending into stone masonry are correctly installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

8.0 Preparation

A. Coat concrete and unit masonry backup with asphalt dampproofing.

B. Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

9.0 Setting of Stone Masonry, General

A. Perform necessary field cutting and trimming as stone is set.

B. Use power saws to cut stone that is fabricated with saw-cut surfaces or is irregularly shaped but is required to have a sawn edge as required to fit a corner or adjacent to cut stone or other regularly shaped material. Cut lines straight and true, with edges eased slightly to prevent snipping.

C. Use hammer and chisel to split stone that is fabricated with split or snapped face surfaces. Make edges straight and true, matching similar surfaces that were shop or quarry fabricated.

D. Pitch face at field-split edges as needed to match stones that are not field split.

E. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication or that is otherwise unsuitable for intended use.

F. Set stone to comply with requirements indicated on Drawings. Install supports, fasteners, and other attachments indicated or necessary to secure stone masonry in place. Set stone accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.

G. Maintain uniform joint widths except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 3/8 inch at narrowest points or more than 1/2 inch at widest points.

Provide sealant joints of widths and at locations indicated. Keep sealant joints free of mortar and other rigid materials.

10.0 Construction Tolerances

A. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch in 40 feet or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.

B. Variation from Level: For bed joints, horizontal grooves, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.

C. Measure variation from level, plumb, and position shown in plan as variation of the average plane of the face of each stone from level, plumb, or dimensioned plane.Variation in Mortar-Joint Thickness: Maximum 1/8" variation from specified joint thickness with a maximum variation in any one joint being 1/8".

D. Variation in Plane between Adjacent Stones: Do not exceed one-half of tolerance specified for thickness of stone.

11.0 Installation of Anchored Stone Masonry

A. Anchor stone with stone anchors. Install anchors by fastening to substrate and inserting tabs and dowels into kerfs and holes in stone units. Provide compressible filler in ends of dowel holes and bottoms of kerfs to prevent end bearing of dowels and anchor tabs on stone. Fill remainder of anchor holes and kerfs with mortar.

B. Set stone in full bed of mortar with full head joints unless otherwise indicated. Build anchors into mortar joints as stone is set.

12.0 Pointing

A. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch deep until a uniform depth is formed.

B. Point stone joints by placing and compacting pointing mortar in layers not more than 3/8 inches deep. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer.

C. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile:

D. Joint Profile: Smooth, flat face slightly below edges of stone.

13.0 Applying Sealants

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance. Proceed with sealant installation only after deficiencies have been corrected.

C. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

D. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

E. Installation of Joint Sealants:
   1. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated.
   2. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   3. Do not leave gaps between ends of sealant backings.
   4. Do not stretch, twist, puncture, or tear sealant backings.
   5. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
   6. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
   7. Place sealants so they directly contact and fully wet joint substrates.
   8. Completely fill recesses in each joint configuration.
   9. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

14.0 Adjusting and Cleaning

A. Replace broken, chipped, stained, or otherwise damaged stone. Stone may be repaired if methods and results are approved by Architect.

B. Stone masonry not matching approved samples and mockups or not complying with other requirements indicated are to be replaced in a manner that results in stone masonry matching approved samples and mockups, complying with other requirements, and showing no evidence of replacement.

15.0 Cleaning

A. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.

B. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:

   1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
   2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before

cleaning stone masonry.

3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
4. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20 Revised II, using job-mixed detergent solution.

16.0 Excess Materials and Waste

A. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other waste, and legally dispose of off Owner's property.

METHOD OF MEASUREMENT

A. The LIMESTONE WALL CAPS and DETAILS work will be measured per cubic foot of installed and accepted limestone wall cap and trim details.

B. The LIMESTONE BOLLARDS will be measured per installed bollard. One installed and accepted bollard will equal one unit.

C. The LIMESTONE PLANTER CURBS will be measured per lineal foot of installed and accepted curb.

For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of each pay item listed below will be paid for at the contract unit price indicated below. The pay items include all fabrication, mockups, submittals, installation, anchorage, flashing, sealant and miscellaneous requirements. This payment will be full compensation for furnishing and placing all materials complete as specified and detailed.

Payment Will Be Made Under:

PAY ITEM	UNIT
LIMESTONE- BOLLARDS	EACH
LIIMESTONE- PLANTER CURBS	LINEAL FEET

INSTALL OWNER PROVIDED STREET FURNITURE / FURNISH AND INSTALL BIKE RACKS COMPLETE

DESCRIPTION

This Section includes the placement of the following items:

A. Benches (owner furnished)
B. Chairs (owner furnished)
C. Litter Receptacles (owner furnished)
D. Ash Urns (owner furnished)
E. Bike Rack Assemblies

MATERIALS

1.0 Purchase By Owner

The City of Branson will purchase the benches (not including any portion of the bike rack assemblies), chairs, litter receptacles and ash urns from Landscape Forms and will pay the cost of the freight. The construction contractor will be responsible for all anchoring materials, coordination associated with the delivery date, time and place and all required work and coordination associated with temporary storage and the installation. Bidders are to contact Landscape Forms to confirm the particulars of assembly and install requirements. The contact information is Anita Wojda, (800)430-6206 x 1335.

2.1 Quality Assurance

A. Manufacturing Qualifications (for bike rack assembly):
   a. Manufacturer to exhibit a minimum five year track record of successful fabrication of furnishings constructed of wood and metal.
   b. Provide and install each furnishing as a complete unit including fittings, accessories, and anchorage devices as applicable.

3.1 Performance Requirements of Bike Racks

A. General: Engineer to withstand structural loads indicated. Determine allowable design working stresses of railing materials based on the following:

B. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95

C. Structural Performance: Provide bike racks capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
   a. Uniform load of 50 lbf/ ft. applied in any direction.
   b. Concentrated load of 200 lbf applied in any direction.
   c. Uniform and concentrated loads need not be assumed to act concurrently.

D. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   a. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

4.1 Bicycle Rack Fabricators:

A. Product: Subject to compliance with requirements, provide the products specified in the schedule herein

Metal Materials:
   a. Aluminum Plate and Sheet: ASTM B 209, Alloy 6061-T6.
   b. Aluminum Extrusions: ASTM B 221, Alloy 6063-T6.

Lumber Materials:
   a. Lumber components to be American white oak
   b. The top boards, on which people will sit, are to be #1C grade with the remaining boards being #2C grade per the American Hardwood Lumber Grading System.
   c. All boards are to be rough sawn except as noted on the Drawings.

Paint:
   a. Refer to "Ornamental Decorative Metal Railings" Special Provision for required paint system.
   b. The colors for the bike rack metal is to be the same as that specified for the Ornamental Decorative Metal Railings except the Liberty Oak Medallion and Bicycle Rack Emblem will be a glossy finish.

CONSTRUCTION REQUIREMENTS

1.1 Submittals

A. Owner Purchased Benches, Chairs, Litter Receptacles and Ash Urns:
   a. Submit sample of the hardware to be used for attachment.

B. Bike Racks:
   a. Shop Drawings: The Contractor shall submit shop drawings of bike racks showing material, grades and finishing of lumber, welds on metal components, general layout, color and complete anchoring and support systems.

C. Samples:
   a. Submit a 6"x6"x2" thick sample of the specified wood with the two specified

Payment Will Be Made Under:

PAY ITEM	UNIT
INSTALL OWNER PROVIDED STREET FURNISHINGS	LS
BIKE RACKS	EA

IRRIGATION

PART 1 – GENERAL

1.1 WORK INCLUDED: Furnish and install a complete and properly functioning automatic irrigation system for those landscape areas designated to be irrigated on drawings.

A. The work included in these specifications is outlined in the design of an automatic irrigation system and furnishing of all labor, tools, materials, appliances, tests, permits, etc, necessary for the installation of an automatic landscape irrigation system for the project site.

B. It is the intent of these specifications to accomplish the work of installing a sprinkler system providing full coverage complete and operable in an efficient and satisfactory manner according to the workmanlike standards established for sprinkler operation.

C. General Irrigation Requirements:

1. The Design water pressure is 70 psi and tests showing less available pressure should be reported to the Landscape Architect prior to beginning work.

2. All designated areas on site shall be irrigated with a below grade automatic irrigation system. All irrigation equipment shall be installed per manufacturer's recommendations. The system is to provide adequate moisture to insure plant survival.

3. The irrigation contractor shall submit to the owner for approval cut sheets for all materials proposed. Contractor shall provide as-built drawing of the complete irrigation system after installation is complete.

4. All control valves shall be remote controlled electronically. The control valves shall be run by a Baseline controller. Location and power source to be coordinated with the Engineer.

5. The irrigation contractor shall coordinate his work with the owner and all other subcontractors for locating pipe sleeves through walls, under paving, etc. All sleeves shall be schedule 40 PVC.

6. Contractor shall verify the location of all utility lines and other underground obstructions prior to proceeding with any digging operations so that precautions shall be taken no to disturb or damage such obstructions.

finishes represented.

b. Submit a full size, fully complete sample of the medallion and bicycle rack emblem.

D. Include structural analysis data for the bike rack component, signed and sealed by the qualified professional engineer responsible for their preparation.

E. Submit bike rack fabricator's list of similar projects exhibiting a minimum of five years of experience fabricating multi-component custom aluminum products of a similar or greater level of complexity and scale.

2.1 Delivery, Storage And Handling

A. Deliver furnishings and accessories completely identified for installation procedure. Handle and store to prevent damage or soiling.
B. Protect site furnishings from damage during storage and construction.

3.1 Furnishings Installation

A. Installation of all items shall be complete so as to provide fully operational systems. Install all items with noncorrosive hardware sufficient in size and quantity to fully secure units to pavements and plumb with noncorrosive materials.

METHOD OF MEASUREMENT

The BIKE RACKS work will be measured per each unit installed and accepted. Each unit will consist of the two free standing bike racks and the adjacent bench.

The Benches, Chairs, Litter Receptacles and Ash Urns WORK will be measured lump sum for installed and accepted furniture listed on the plans.

For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of each item listed below will be paid for at the contract unit price indicated below.

The pay item for INSTALL OWNER PROVIDED STREET FURNISHINGS will include all required coordination with the owner, manufacturer and other trades, all installation fasteners, layout and installation as required to realize a fully functional installation.

The pay item for BIKE RACKS will include all required engineering, shop drawing preparation, fabrication, samples, submittals, painting, installation, anchorage materials and miscellaneous requirements.

This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

7. All irrigation water lines shall be as specified on the drawings.

8. Irrigation Contractor shall warranty installation and materials for a period of no less than one year.

9. All equipment shall be installed per plumbing code and city requirements.

10. Plans are diagrammatic and approximate. All valves and other irrigation equipment shall be located in plant beds and out of open areas as inconspicuously as possible.

11. The owner reserves the right to make design changes in the field as deemed necessary.

12. No irrigation equipment shall be installed in areas of future paving or buildings.

13. No open cuts will be allowed on existing pavement.

14. All sleeves to extend as noted on plan.

1.2 REFERENCES

A. The Contractor shall comply with all applicable laws, codes, ordinances, rules and regulations.

B. Work shall conform to the requirements of reference information listed below except where more stringent requirements are shown or specified in the Contract Documents.

1. American Society for Testing and Materials (ASTM)-Specifications and Test Methods specifically referenced within the specifications and Scope of Work.
2. Underwriters Laboratories (UL) – UL Wires and Cables.

1.3 SUBMITTALS – The Contractor shall provide the following:

A. Manufacturer Literature – Submit 3 sets of manufacturer cut sheets (product sheets) for all material components required for installation of irrigation system for approval by the Engineer prior to installation.

1. Provide an index sheet for each set of material cut sheets outlining item, manufacturer, and model number in order of cut sheets.

2. Highlight or circle specific model or item to be approved on cut sheets, which feature more than one model or item.

3. Each cut sheet submittal shall be bound in a binder with cover or cover sheet indicating project name, contractor name, address, phone number, and contact person.

B. As-Built Drawings:

1. As-built drawings shall be brought up to date after installation is complete by a qualified draftsperson. A print of record plan(s) shall be available at the Project Site at all times. Indicate zoning and non-pressure piping changes on as-built drawing. Upon completion of Project, the Contractor shall submit for review, prior to final acceptance, a final set of as-built drawings. Dimensions shall be provided from two permanent points of reference (building corners, sidewalk, road intersections or permanent structures), and show the locations of the following items:

C. Locations:

1. Connection to existing water lines.
2. Routing of pressure supply lines (dimension every 100 feet along routing).
3. Electric control valves and shall include a complete listing for each irrigation zone indicating the system and zone name, decoder address, valve manufacturer, valve model number and size as follows:

System Name
Zone Name (e.g. G01)
Decoder Address
Valve Manufacturer
Valve Model
Valve Size
Actual GPM/GPH

4. Quick coupling valves.
5. Gate valves and angle valves.
6. Control wire routing (if not with pressure supply line).
7. Communication cable routing.
8. Other related equipment as directed by the Engineer.

D. Pay Request: The Engineer will not certify any pay request submitted by the Contractor if the as-built drawings are not current, and processing of pay request will not occur until as-built drawing(s) are updated.

E. Approval: Prior to scheduling walk through, Contractor shall submit all as- built information to The Engineer for approval.

F. Controller Drawings:
1. Provide one as-built drawing for each automatic controller installed/relocated.
2. Drawing may be same size reproduction of as-built drawing, if scale permits fitting inside controller door without folding drawing. If photo reduction prints are required, keep reduction to maximum size possible to retain full legibility.
3. Drawing shall be a print of actual as-built drawings, showing area covered by that controller.
4. Identify area of coverage of each remote control valve, using a distinctly different pastel color for each zone. Highlight heads, lateral piping, and control valve.

5. Following review of controller drawings by the Engineer, hermetically seal each chart between two layers of 20 mm thick clear plastic sheet.
6. Controller drawings shall be completed and approved by the Engineer prior to final completion walk through of irrigation system.
7. Attach approved controller drawings to inside of each controller door.

G. Operation Manual: Submit 3 sets of operation manual to The Engineer for approval prior to scheduling final completion walk through. Manual to include the following in a 1" – 3" ring binder:
   1. Index sheet stating project name, and listing contractor name, address, phone number and contact person including Primary Sub-Contractors.
   2. Manufacturer cut sheets for all material components of irrigation system.
   3. Provide a typed schedule of the following for each controller, controller number, valve station number, whether a drip tree, drip shrub, or turf spray zone and give a brief description of the location of each zone on site. In addition, provide a laminated copy of each to be posted inside the specific controller cabinet.
   4. Provide a water budget for normal flow and a schedule for each zone according to seasonal watering requirements at the time of initial system startup.

1.4 DELIVERY, STORAGE and HANDLING –

Deliver, unload, store, and handle materials, packaging, bundling, and products, in dry, weatherproof condition in manner to prevent damage, breakage, deterioration, intrusion, ignition and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions and conformance to local, state and federal law. Remove and replace cracked, broken, or contaminated items or elements prematurely exposed to moisture, inclement weather, snow, ice, temperature extreme, fire, or jobsite damage.

Handling of PVC Pipe – Exercise care in handling, loading and storing of PVC pipe. All PVC pipe shall be transported in a vehicle, which allows length of pipe to lie flat so as not to subject it to undue bending or concentrated external loads. All sections of pipe that have been dented or damaged shall be discarded and if installed, shall be removed and replaced with new piping.

1.5 PROJECT CONDITIONS

A. Protection of Property:
   1. Preserve and protect all trees, monuments, structures and paved areas from damage due to the Work. In the event damage does occur, all damage to inanimate items shall be completely repaired or replaced to the satisfaction of the owner and all costs of such repairs shall be charged to, and paid by Contractor.
   2. Protect buildings, walks, walls, and other property from damage. Flare and barricade open ditches. Damage caused to asphalt, concrete or other building material surfaces shall be repaired or replaced at no cost to Owner. Restore disturbed areas to original condition.
   3. Protection and Repair of Underground Lines: Request proper utility company to stake exact location (including depth) of all underground electric, gas, or

telephone lines. Take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur, damage, shall be repaired by the Contractor, unless other arrangements have been made.

B. Replacement of Paving and Curbs – Where trenches and lines cross existing roadways, paths, curbing etc., damage to these shall be kept to a minimum and shall be restored to original condition.

C. Cleaning – Maintain continuous cleaning operation throughout duration of Work. Dispose of, off-site at no additional cost to Owner, all trash and debris generated by installation of irrigation system.

1.6 WARRANTY – Contractor shall warrant materials against defects for a period of one (1) year from date of Final Acceptance by Owner. Contractor shall guarantee workmanship for similar period. Contractor shall be responsible for coordinating material warranty items with manufacturer/distributor.

A. Settling of backfilled trenches and irrigation heads in turf, which may occur during warranty period, shall be repaired by the contractor at no expense to the Owner, including complete restoration of damaged property.

B. Expenses due to vandalism before City's acceptance of the work shall be borne by the Contractor.

C. The contractor shall maintain turf and planting areas during warranty period, so as not to hamper proper operation of irrigation system.

1.7 MAINTENANCE

A. Furnish the following maintenance items to Owner prior to final Acceptance:

1. 2 keys for each automatic controller.
2. 2 Quick coupler keys and matching hose swivels.

1.8 EXTRA STOCK – the City may order additional stock items at the prices bid on the Bid Form-Proposal.

PART 2 – PRODUCTS

2.1 MATERIALS

A. General Piping:
B. PVC. Pressure Supply Lines (downstream of backflow prevention units) – Schedule 40

1. Non-pressure Lines – Polyethylene.
2. Sleeving – Schedule 40 PVC

C. Plastic Pipe and Fittings:

1. Identification Markings: All pipe to be identified with following indelible markings.
1.1. Manufacturers name.
1.2. Nominal pipe size.
1.3. Schedule of class.
1.4. Pressure rating.
1.5. NSF (National Sanitation Foundation) seal of approval.
1.6 Date of extrusion.

2. Solvent Weld Pipe – Manufactured from virgin polyvinyl chloride (PVC) compound in accordance with ASTM D2241 and ASTM D1784; cell classification 1254-B, Type 1, Grade 1.

2.1. Fittings – Class 150 and conform to thickness requirements of DR 18 injection molded PVC; complying with ASTM D1784 and D2468, cell classification 12454-B.

2.1.1. Threads – Injection molded type (where required)
2.1.2. Tees and Ells – Side gated.

2.2 Threaded Nipples – ASTM D 2464, Schedule 80 with molded threads. Joint Cement and Primer – Weldon 705 Glue and P-709 Primer as recommended by manufacturer of pipe and fittings.

D. Bronze Gate Valves: Angle Valves for 1 inch through 2-1/2 inch pipe – Brass construction; solid wedge, IPS threads, and non-rising stem with wheel operating handle. Center all valves and equipment in valve box.

E. Quick Coupling Valves – Brass two-piece body designed for working pressure of 125 psi; operable with quick coupler. Equip quick coupler with locking rubber cover.

F. Valve Boxes:

1. A box shall be provided for all valves and equipment as specified on plans.

G. Electrical Control Wiring: Refer to Rain Bird ESP-LXD System Specifications.

H. Electric Control Valves – As necessary for proper water distribution to irrigation zones; manufactured by Rain Bird as noted on plan.

I. Drip Irrigation – As manufactured by Rain Bird as noted on drawing.

J. Pipe bedding material – 1/8" minus sand approved by The Engineer

K. Automatic Controller: As manufactured by Baseline Systems.

1. General – The Automatic Sprinkler System Controls shall be the baseline 1000 Control System, as hereinafter specified and as shown on the drawings. The system shall include

a new controller, Line Decoders, field wiring, surge protection and all other equipment required for a complete system and as hereinafter specified.

2. The controller shall be capable of integrating into it one sensor for control of the system or for some other action to take place. Sensors may be such types as a rain shutdown sensor, an ALARM sensor, etc.

3. The controller shall support the use of a sensor decoder connected directly to the two-wire path. The sensor decoder shall support the use of a flow meter (pulse or 4-20 mA) and the controller software shall log the flow measurements. On excess the software shall stop the active stations and shall attempt to continue irrigation according to the active irrigation schedule. If the controller is in the active mode the flow sensor shall trigger an alarm that will activate/deactivate the master valve circuit, should flow be detected prior to the start of any active schedule.

3.1. Controller Cabinet: Shall be installed per Baseline System's specifications.

3.2. Line Decoders: Furnish and install, where shown on the drawings, Rain Bird MDC Line Decoders, FD-102TURF, FD-202TURF, FD- 401TURF or FD-601TURF, for interfacing between the communication 2-Wire path and the remote control valves of the sprinklers. The decoders shall be completely Epoxy sealed for complete waterproofing. The FD-401 and FD-601 decoder shall have "built-in" surge protection as an integral part of the basic decoder. A LSP-1 line surge suppressor must be supplied with each FD101TURF and FD-202TURF decoder. Ensure that surge protection is present every 300 feet on each wire path. The decoder shall have two (2) blue colored wires for connection onto the 2-Wire Communication path and two (2) colored wires for connection to the solenoid of the remote control valve. Each decoder shall be clearly marked with a three (3), four (4) or five (5) digit number indicating the number (address) that it has been set to respond to. Decoders may be installed in any random order desired.

3.3 The decoders shall be capable of controlling one, two, four or six valves per unit. They shall be sealed in such a manner that they shall not be susceptible to moisture or inclement weather and can be buried underground.

3.4. The decoder shall be as manufactured for Rain Bird Corporation, Glendora, California.

3.5. The contractor shall be responsible for accurately recording on the drawings, as each decoder is being installed, the address number of the decoder at that location. It is also necessary that it be indicated which remote control valves are being controlled by each specified decoder. In this way the Contractor will have the necessary information when ready to input the system installation date.

4. Low voltage control wire: All wiring from the controller to valves shall be 12 gauge or larger.

4.1 2-Wire communication paths: All wire required for the 2-wire Communication Paths, from the Line Termination Box, at the central computer location out to the various field

decoders shall be double jacketed two (2) conductor cable specially designed for use with the Rain Bird ESP-LXD control systems. The cable shall be suitable for direct burial and may also be installed in ducts or conduits.

4.2 The conductors shall be tin coated, soft drawn, annealed, solid copper conforming to ASTM 33 with 4/64" thick PVC (polyvinyl chloride) insulation, conforming to UL Standard #493) for thermoplastic-insulated style UF (Underground Feeder), rated at 60 degree C.

4.3 The two insulated conductors shall be laid in parallel and encased in a single outer jacket of 3/64" thick, high density, sunlight resistant Polyethylene conforming to ICEA S-61-402 and NEMA WC5, having a minimum wall thickness of .045". The outer jacket shall be pressure extruded so as to completely fill the interstices between the two insulated wires, or may have Tube Jacketing to form

4.4. The two conductors shall be color coded with one conductor black and the other red. Both conductors shall be the same size and shall be of sizes as required for the proper operation of the Field Decoders and solenoids and/or as called for on the drawings.

4.5. All splices and connections in this wiring shall be made using Rainbird DB Series wire connector. Any other type of wire connectors will not be acceptable. Care shall be taken with each wire joint or connection to assure that a completely good, waterproof connection will result. It is important that all wire connections be absolutely watertight and with no leakage to ground or any shorting from one conductor to the other.

5. Surge protection – general: All surge protection, grounding and installation of equipment, therefore specified, shall be installed in strict compliance with the manufacturer's recommendations and in accordance with local, state and federal codes and requirements.

6. The Grounding Network, at the controller shall measure not more than 10 OHMS when measured with a Vibra-Ground, or similar type instrument. It will greatly increase the effectiveness of the surge protection equipment, if the grounding grid network can be 5 OHMS or less. It is extremely important that a good ground be maintained for the surge Arrestors to be effective and periodic testing is recommended, to assure that you do have a good grounding system at all times.

7. Primary power surge protection: Furnish and install on the power circuit, furnishing power to the power transformer a surge arrestor.

8. Field surge protection: Surge protection LSP-1TURF shall be installed at every line termination point. Additional installations of LSP-1's are needed per 300 feet of wire cable, located at the nearest line decoder. The LSP-1 ground wires shall be connected to a single 8-foot ground rod. If the valve is metallic or the solenoid valve has a metallic center pin, one LSP-1 ground wire shall be connected to this. The FD401 and FD-601 contain a LSP within and must be grounded.

PART 3 – EXECUTION

3.1 INSPECTION – Examine areas and conditions under which Work of this Section is to be performed. Do not proceed with Work until unsatisfactory conditions have been corrected.

A. Grading operations, with the exception of final grading, shall be completed and approved by Owner prior to staking or installation of any portion of irrigation system except sleeving.

3.2 PREPARATION

A. All materials, equipment, etc, are to be located in landscape areas, contractor to provide accurate as-built verifying actual locations. Any discrepancies between site conditions and drawings are to be brought to the attention of the Landscape Architect for clarification. Final location of controllers and backflow device to be approved by Landscape Architect prior to installation.

B. Staking shall Occur as noted on Plans:

C. Trenching – Dig trenches straight and support pipe continuously on bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed. Pressure supply line trenches shall be over-excavated as required to allow for bedding material. Trench depth shall be uniform as required to meet minimum depth requirements for type of piping.

1. Clearances:

1.1 Piping Smaller than 3 inches – Trenches shall have a minimum width of 7 inches.

1.2 Line Clearance – Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between lines of other trades.

2. Pipe and Wire Depth (minimum depths):

2.1 Pressure Supply Piping – 14" deep to top of the pipe.
2.2 Non-pressure piping (rotor) – 10" deep to top of the pipe
2.3 Non-pressure piping (pop-up) – 8" deep to top of the pipe.
2.4 Control Wiring – 14" deep.

3. Boring will be permitted only where pipe must pass under obstruction(s), which cannot be removed, and must be approved by The Engineer if not specifically indicated on construction drawings. Final density of backfill shall match that of surrounding soil. Use of sleeves of suitable diameter is acceptable if installed first by jacking or boring and pipe, laid through sleeves. Observe same precautions as though pipe were installed in open trench.

3.3 INSTALLATION – Locate other equipment as near as possible to locations designated on approved construction drawings. Deviations; shall be approved by Owner's Representative prior to installation. Contractor shall coordinate all work with other contractors and protect, maintain and coordinate work with work under other sections.

A. PVC and PE Piping:

1. Snake pipe in trench as much as possible to allow for expansion and contraction, do not place mainline and lateral line in same trench. Place each line in a separate trench.

2. When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap

3. Coordinate pressure supply line installation with required bedding operations

4. Stake all above grade PVC piping per details

5. Use 45 degree ells when making perpendicular crossings of above grade PVC piping, to depress bottom pipe.

6. Lay pipe and make all plastic- to- plastic joints in accordance with manufacturers recommendations.

B. Control Wiring

1. Low Voltage Wiring:

1.1 Install control wiring in 2" PVC sleeves.
1.3 Install control wire splices not occurring at control valve in a separate splice valve box

C. Gate Valves – Install where shown on approved Drawings.

D. Dripline

1. Install dripline where designated on approved drawings or where staked. Spacing of dripline shall not exceed the maximum indicated on Drawing unless re-staked as directed by The Engineer. In no case shall the spacing exceed maximum recommended by manufacturer.

E. Backfilling – Do not begin backfilling operations until required system tests have been completed. Backfill; shall not be done in freezing weather, except with prior approval by The Engineer. Leave trenches slightly mounded to allow for settlement after backfilling is completed. Settlement of trenches within the warranty period shall be cause for removal of finish grade treatment, refilling, compaction, and repair of finish grade treatment. Trenches shall be finish graded prior to walk through of system by The Engineer.

1. Pressure Supply Lines: All pressure supply lines shall be bedded with construction grade sand 4" below invert of pipe, to 6" above top of pipe and width of trench.

2. Materials – Excavated material is generally considered satisfactory for backfill purposes after completing bedding requirements. Backfill material shall be free of rubbish, vegetable matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable or not sufficient to meet backfill, compaction and final grade requirement.

3. Open excavations: Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.

4. Backfill: Compact backfill to 90% maximum density of 6" lifts, determined in accordance with ASTM D1557 utilizing the following method:

4.1 Mechanical tamping

5. Tolerances:

5.1 Puddles, pooling, and/or jetting is prohibited within 10' – 0" of building or foundation walls.

5.2 Settlement of trenches is cause for removal of finish grade treatment, refilling, compaction, and repair of finish grade treatment.

3.4 FIELD QUALITY CONTROL

A. Flushing – After piping, risers, and valves are in place and connected, but prior to installation of sprinkler heads, quick coupling valves, and air release valve, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthermost valves. Cap risers after flushing.

B. Testing:

1. Prior to the installation of the irrigation system mainline, the contractor shall verify the pressure of the water service to the site. If it is lower than the pressure given on the approved plans, contact the The Engineer immediately before proceeding with further construction. All other testing shall be done in the presence of the The Engineer. Arrange for presence of The Engineer a minimum of 48 hours in advance of testing. Supply force pump and all other test equipment.

2. After backfilling, and installation of all control valves, quick coupling valves, drain valves, and air release valve, fill pressure supply line with water and pressurize. To 40 PSI over the designated static pressure or 150 PSI whichever is greater, for a period of 2 hours. Test in presence of The Engineer.

3. Leakage, Pressure Loss – Test is acceptable if no leakage or loss of pressure is evident during test period.

4. Leaks – Detect and repair leaks.

5 Retest system until test pressure can be maintained for duration of test.

6. Before final acceptance, pressure supply line shall remain under pressure for a period of 48 hours.

C. Walk Through Inspection and Punch List:

1. Arrange for The Engineer presence a minimum of 48 hours in advance of walk through.

2. Entire system shall be completely installed and operational prior to scheduling of walk through as per irrigation plans. All sod areas are to be complete with head height and valve boxes adjusted accordingly.

3. Operate each zone in its entirety for The Engineer at time of walk through and open all valve boxes.

4. The Engineer shall generate a punch list of items to be corrected prior to irrigation warranty period. Contractor shall complete all items.

5. Furnish all materials and perform all work required to correct all inadequacies due to deviations from contract documents, and as directed by The Engineer.

D. Walk through for Irrigation Guarantee Period:

1. Arrange for The Engineer presence a minimum of 48 hours in advance of walk through.

2. Show evidence to The Engineer that Owner has received all accessories, charts, record drawings, and equipment as required before final completion walk through is scheduled.

3. Operate each zone identified as deficient at walk through for The Engineer at time of final completion walk-through to ensure correction of all incomplete items. Items deemed not acceptable by The Engineer shall be reworked to complete satisfaction of The Engineer.

4. If after request to The Engineer for final walk-through for the beginning of the Irrigation Guarantee Period, The Engineer finds items during walk through which have not been properly adjusted, reworked, or replaced as indicated on the list of uncompleted items from Punch List, Contractor shall be charged for all subsequent walk- through. Funds will be withheld from final payment and/or retainer to Contractor, in amount equal to additional time and expenses incurred by The Engineer to conduct and document further walk through as deemed necessary to ensure compliance with Contract Documents.

5. Upon satisfaction of the above, the The Engineer will issue a written notice that the

irrigation warranty period has begun and will end one year thereafter.

E. Warranty Services

1. System Activation/Reactivation – Initial activation and reactivation after first season winterization.
2. Mid-Season System Check – warranty checkpoint.
3. Winterization – Winterization after both the initial activation and reactivation.

3.5 ADJUSTING

A. Upon completion of installation, "fine-tune" entire system by regulating valves, adjusting patterns and break-up arms/screws, and setting pressure reducing valves or throttling control valve flow controls at proper pressure to provide optimum and efficient coverage. Flush and adjust all sprinkler heads for optimum performance and to prevent over-spray onto walks, roadways and building as much as possible. Heads of same type shall be operating at same pressure +/- 7%.

B. If it is determined that irrigation adjustments will provide proper and more adequate coverage, make such adjustments prior to Final Acceptance as directed, at no additional cost to Owner. Adjustments may also include changes in nozzle sizes, degrees of arc, and control valve throttling.

C. Irrigation areas that do not conform to operation requirements shall be immediately corrected at no additional cost to the Owner.

3.6 INSPECTION

A. Installation work is subject to inspections at any time during work for compliance with specified materials and installation requirements by the The Engineer. Any method of installation utilizing material not in conformance with the construction documents will be reinstalled, repaired, and or removed to the satisfaction of the The Engineer and at no cost to the Owner.

B. Formal inspections will be conducted at the the Engineer request by the the Engineer at the following intervals:

1. Prior to any inspection, contractor is to submit all as-built to The Engineer

2. Inspection of routing of mainline, control valve locations and flag head locations prior to trenching.

3. Inspection of mainline pressure test.

4. Completion walk through punch list (see section 3.04C)

5. Walk through for irrigation guarantee period (see section 3.04D)
6. Final Acceptance walk-through.

3.7 CLEANING and DISPOSAL OF WASTE MATERIAL

A. Perform routine cleaning after each workday during installation of the system. Upon completion, remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from irrigation system installation.

B. Stockpile, haul from site, and legally dispose of waste materials, including unsuitable excavated materials such as rock, trash, and debris.

C. Keep disposal route clear, clean, and free of debris.

3.8 ACCEPTANCE

A. At the end of the warranty period, the the Engineer will make an inspection. If all work provided for in the contract is found complete and in accordance with the construction documents, this inspection will constitute the final inspection and acceptance. The The Engineer will notify the Contractor in writing of this acceptance.

B. If the inspection reveals any unsatisfactory work, the Contractor will replace the work until; it is accepted by the the Engineer.

3.9 METHOD OF MEASUREMENT
Measure per component in the unit of measurement as shown in list below.

3.10 BASIS OF PAYMENT

Verify with Owner that maintenance service is required for Project. Consider deleting this article for small-scale residential projects. Generally, a maintenance period should be long enough to ascertain the initial establishment of healthy plants.

The accepted quantities, complete in place, will be paid for at the contract unit price for each of the pay items listed below. All costs of securing the source, processing, storing and hauling the material to the site will be paid for at the contract unit price.

HANDRAILS

DESCRIPTION

The work of this special provision includes painted and anodized exterior ornamental aluminum guardrails and handrails.

MATERIALS

1.1 Performance Requirements

A. General: Engineer railings to withstand structural loads indicated. Determine allowable design working stresses of railing materials based on the following:
B. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95
C. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails:
a. Uniform load of 50 lbf/ ft. applied in any direction.
b. Concentrated load of 200 lbf applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.
2. Top Rails of Guards:
a. Uniform load of 50 lbf/ ft. applied in any direction.
b. Concentrated load of 200 lbf applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.
3. Infill of Guards:
a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft. Infill load and other loads need not be assumed to act concurrently.

D. Thermal Movements: Provide exterior railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

2.1 Submittals

A. Metals fabricator's qualifications.
B. Manufacturer's product lines of standard components.
C. Grout, anchoring cement and paint products.

D. Shop Drawings including plans, elevations, sections, details and attachments to other work.

1. Include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
2. Handrails and guardrails are to comply with all applicable building codes.

E. Samples for verification including:

1. A minimum 12" square, painted section of the guardrail and handrail assembly including a portion of the top rail, bottom rail, balusters, posts and handrail. All samples are to be constructed of actual components being proposed, accurate in profile, finish and gage.
2. A welded connection
3. Fittings and brackets.

3.1 Quality Assurance

A. Source Limitations: Obtain each type of railing through one source from a single manufacturer.
B. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including structural analysis, preconstruction testing, field testing, and in-service performance.
C. Do not modify aesthetic intent without Architect's written approval.
D. Qualify welding procedures and personnel according to AWSD1.2, "Structural Welding Code – Aluminum".

4.1 Project Conditions

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.
B. Provide allowance for trimming and fitting at site.

5.1 Metals

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.
C. Aluminum, General: Provide alloy and temper recommended by aluminum producer

and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below:

1. Extruded Bars and Shapes Including Extruded Tubing: ASTM B 221, Alloy 6063- T5/T52.
2. Extruded Structural Round Tubing: ASTM B 429, Alloy 6063-T6.
3. Provide Standard Weight (Schedule 40) pipe, unless otherwise indicated or required to meet structural performance requirements.

D. Drawn Seamless Tubing: ASTM B 210, Alloy 6063-T832.
E. Die and Hand Forgings: ASTM B 247, Alloy 6061-T6.
F. Castings: ASTM B 26, Alloy A356.0-T6.

6.1 Fasteners

A. General: Provide the following:

1. Aluminum Components: Type 316 stainless steel fasteners.
2. Provide tamper resistant concealed fasteners for interconnecting railing components and for attaching railings to other work, unless otherwise indicated.
3. Anchors: Provide torque-controlled expansion anchors, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

7.0 Nonshrink, Nonmetallic Grout

Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

8.0 Fabricators/Installers

Subject to compliance with requirements, provide aluminum pipe and tube railings by a metals fabricator with a minimum of five years of experience with successful installation of custom ornamental aluminum guardrail and handrail systems.

9.1 Fabrication

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads and comply with all applicable codes.

1. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

2. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
3. Form work true to line and level with accurate angles and surfaces.
4. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
5. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

B. Connections: Fabricate railings with welded connections, unless otherwise indicated.
C. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using a system of sleeve and socket fittings

1. Use welding rods and bare electrodes per AWS specifications for metal alloy welded. Provide type and alloy as recommended by producer for metal and as required to match strength and compatibility of fabricated items.
2. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
3. Close exposed ends of railing members with prefabricated end fittings.
4. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.

D. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated.

1. For railing posts set in concrete, provide steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with aluminum plate forming bottom closure.

10.1 Finishes

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

1. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.
2. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

3. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm.

D. Where painted aluminum is designated on the Drawings: Provide a High-Performance Organic Finish Three-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions. The paint color to match Landscape Forms standard paint color titled "Stormcloud" with a matte texture.

CONSTRUCTION REQUIREMENTS

1.1 Installation

A. Fit exposed connections together to form tight, hairline joints.
B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
C. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
D. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
E. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
F. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
G. Adjust railings before anchoring to ensure matching alignment at abutting joints.
H. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

2.1 Railing Connections

A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
B. Welded Connections: Use fully welded joints for permanently connecting railing components.
C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to 1 side, and locate joint within 6 inches of post.

3.1 Anchoring Posts

A. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.

4.1 Anchoring Railing Ends

A. Anchor railing ends to concrete and masonry with round flanges connected to railing ends and anchored to wall construction with anchors and bolts.

5.1 Attaching Handrails To Walls

A. Attach handrails to wall with wall brackets. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface.
B. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
C. Ensure anchorage is solidly fixed to concrete substrate where wall finish is a stone veneer. Use drilled-in expansion shields and hanger or lag bolts for anchorage in concrete.
D. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads and comply with applicable building codes and ADA statutes.

METHOD OF MEASUREMENT

The HANDRAIL work will be measured per lineal foot of installed and accepted guardrail and handrail.

Where handrail is attached to a guardrail, the handrail component will be measured independently of the guardrail. All brackets, fasteners and miscellaneous requirements to attach the handrail to the walls or guardrails will be measured as a part of the HANDRAIL pay item.

Where the handrail is fixed to a post mounted in the pavement, the post, sleeve, grout and miscellaneous requirements to provide a fully complete installation will be measured as a part of the HANDRAIL pay item.

For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT

The accepted quantities of each pay item listed below will be paid for at the contract unit price indicated below. The pay items include all fabrication, submittals, mockups, coordination with other trades, anchorage devices and installation requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

Payment Will Be Made Under:

PAY ITEM	UNIT
HANDRAIL	LF

STANDARD UTILITY BOXES

DESCRIPTION

The work of this special provision includes the furnishing and installing pre-cast integrated assembly of utility boxes with lids. Electrical Utility Boxes include all conduit, conductors, ground conductors, connections, splices, wiring devices, ground rods and accessories required for a complete and functional system. Irrigation and Water Utility Boxes include all pipe, hardware, fittings, and accessories required for a complete and functional system.

A summary of all standard utility boxes is provided below:

* See Separate Specification for

MATERIALS

A. Delegated Design: Design formed metal items, including engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Decorative formed metal items, including anchors and connections, shall withstand the effects of gravity loads and the following loads and stresses without exceeding the allowable design working stress of materials involved and without exhibiting permanent deformation in any components:

   a. Live Loads: 100 lbf/sq. ft. or a concentrated load of 300 lbf on an area of 4 sq. in., whichever produces the greater stress.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

   a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.1 Submittals

A. Shop Drawings:

   a. Show fabrication and installation details for each type of cast iron lid.

B. Pre-installation Conference: Conduct conference at Project site after the first utility box is roughed-in. Conference to review:

   a. Procedures for ensuring the top surface of the box will remain flush with adjacent curb tops and pavements.

   b. The successful accommodation of the variety of utility feeds into and out of the various box types and locations.

C. Coordination: Coordinate installation of anchorages for metal items. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry.

D. Ductile Iron: ASTM A536, Class 65-45-12 with raw natural finish.

E. Fabrication, General: Coordinate dimensions and attachment methods of metal items with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.

a. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce decorative formed metal items as needed to attach and support other construction.
b. Where welding, weld joints and seams continuously.

F. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Pre-Cast Utility Box Components:
Concast
1010 North Star Drive
Zumbrota, MN 55992-0069
(507) 732-4095

b. Ductile Iron Components:
Urban Accessories of
Takoma, Washington.
Represented by: AB Creative of
DeSoto, KS, (913-583-3332)

G. Wiring Devices
Festival Electrical Utility Boxes shall utilize Duplex GFCI receptacles and shall comply witl

a. GFCI Receptacles shall meet National Electrical Code Weather-Resistant requirements, shall be listed to the Weather-Resistant supplement of U[redacted]ed UL corrosion requirements. Rubber curtains shall let plug blades in, keep dust, water and insects out. Provide integral gasket to seal receptacle. Receptacles shall be of high-impact-resistant thermoplastic construction with matching Nylon wall plate. GFCI Receptacles shall be Pass & Seymour Cat. # 2095DSWRBK, or equivalent meeting requirements noted.

b. "WP", where noted, indicates that receptacles are to be used with Weatherproof Receptacle Covers, specified elsewhere.

c. Ground Rods
For ground rods see Special Provision STANDARD UTILITY BOX, 48x48 (ELECTRICAL – HO1)

d. Conduit
For conduit see Special Provision CONDUIT, BELOW GRADE

e. Wire
For wire see Special Provision WIRE IN CONDUIT

f. Splices and Joints
For splices and joints see Special Provision WIRE IN CONDUIT

CONSTRUCTION REQUIEMENTS

A. Installation: Install per manufacturer's recommendations.

B. Examination: Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of boxes. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Installation: Locate and place boxes level and plumb and in alignment with adjacent construction. Install per manufacturer's recommendations.

D. Protection: Protect finishes from damage during construction period. Remove temporary protective coverings at time of Substantial Completion.

METHOD OF MEASUREMENT

The UTILITY BOXES work will be measured per each unit installed and accepted.

For pay items to be measured, the complete item will be required to be fully furnished and installed.

BASIS OF PAYMENT
The accepted quantities of each pay item listed below will be paid for at the contract unit price indicated below. The pay items include all fabrication including all listed components, submittals, installation, anchorage, sealant and miscellaneous requirements. Electrical Utility Boxes [redacted], [redacted] include all conduit, conductors, ground conductors, connections, splices, wiring devices, ground rods and accessories required for a complete and functional system. Irrigation and Water Utility Boxes X901605 and X901606 include all pipe, hardware, fittings, and accessories required for a complete and functional system. This payment will be full compensation for furnishing and placing all materials complete as specified and detailed.

Payment Will Be Made Under:

PAY ITEM	UNIT
UTILITY BOXES	EACH

WIRELESS LIGHTING CONTROL

1.1 Description

1.2 Summary

This Section includes the design, fabrication and installation of the wireless lighting control system, outdoor fixture antennae, outdoor wireless controller modules, segment control module, enclosure, web interface server.

2.1 Materials

2.2 Manufacturer

System shall be OWLET NIGHTSHIFT provided by Schreder. Schreder is represented by:

Luikart Eason Calcaterra & Co
11088 Millpark Suite 120
Maryland Heights, MO 63403

Installation of outdoor lighting controllers and antennae must be coordinated with the fixture manufacturer, Michaels' Lighting of Winona, Minnesota (as represented by TechLite) See Special Provision LIGHT POLE ASSEMBLIES, SPECIAL for further information.

2.3 Design Criteria

Performance: Control Manufacturer shall provide web interface, server and hosting of Owlet Nightshift control package. Provide individual control, using Zigbee open communication protocol. Including dimming for each Light Pole Assembly, Special luminaire. Provide constant lumen output at 80% of rated fixture lumens. (This must be coordinated with luminaire manufacturer and LED driver manufacturer.)Record operating data in a MySQL database and develop built-in reports.

Security: Secure all communication using 128 bit AES encryption.

2.4 Outdoor Luminaire Controller

Luminaire control shall be via Intela Lumencontroller installed one each per luminaire. Install "shark fin" antenna on each luminaire for wireless communication. Include optional Lightsync photo-input installed on exterior of fixtures to ensure photocell operation of fixtures in the event of communication loss. This installation must be coordinated with the luminaire manufacturer..

2.5 Segment Controller

Segment controller shall be OWLET SeCo, installed at CR-1 Lighting Control Panel. Segment controller shall communicate wirelessly with individual luminaires. Provide SIM card for wireless communication with hosting server.

2.6 Web Interface
Reserved

3.1 Construction Requirements

3.2 Submittals
Shop Drawings: Submit shop drawings depicting component installation in luminaires, and complete functional schematic of control system. Product cut sheets: Submit for luminaire controller and segment controller.

3.3 Delivery, Storage and Handling
Deliver furnishings and accessories completely identified for installation procedure. Handle and store to prevent damage or soiling.

3.4 Installation
Installation of all items shall be complete so as to provide fully operational systems. Luminaire controller shall be fastened in place within luminaires to avoid damage due to vibration.

3.5 Ownering
Installation to include programming, bar code reading mapping of each luminaire to its geographical location and setup of system configuration. Wireless control manufacturer shall provide personnel on –site for as many days as required to Owner a fully operational system

3.6 Testing
Operation of each feature must be demonstrated to include individual luminaire control, programmed group dimming and control and report generation.

4 Method of Measurement
The Wireless Lighting Control will be measured per lump sum system installed and accepted. One fully functional wireless lighting control will be one unit.
For pay items to be measured, the complete item will be required to be fully furnished and installed.

5 Basis of Payment
The accepted quantities of each item will be paid for at the contract unit price per lump sum. The pay items include all necessary engineering, shop drawing preparation, fabrication, shipping, installation, luminaire controllers, segment controllers, web interface and accessories required for a fully functional wireless lighting control system.
This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

600 AMP LIGHTING CONTROL PANEL

1.1 Description

1.2 Summary

This work shall consist of labor, equipment and materials necessary to provide a complete and operational service entrance and lighting control rack as detailed on drawings and specified herein. All work shall be as shown on project drawings and coordinated with serving utility requirements.

The work described in this Specification Section is for information only. The Contractor shall comply with all requirements of the Serving Utility effective at the time of the installation of the Service Entrance. This may result in different installation methods and different equipment supply and installation by the Contractor than shown on the plans or specified herein. All material, equipment and labor required to furnish and install a complete and operational Service Entrance in compliance with Serving Utility requirements shall be considered incidental to the contract work.

Serving Utility shall furnish and install:

1. Medium-Voltage primary cable, installation and terminations.
2. Service transformer
3. Pole Riser conduit.
4. Service transformer secondary conductors to meter pedestal.
5. Meter Pedestal
6. KWH Meter instrument.

Contractor shall furnish and install:

1. Trenching, backfill, conduit and pull-string meeting utility requirements between pole riser and meter pedestal. Electric utility will furnish and install transformer secondary conductors to the meter pedestal.
2. Service Disconnect, Fused - rack mounted
3. Distribution Panelboard – rack mounted
4. Lighting controller – rack mounted
5. Pullbox – rack mounted
3. Any additional work as required by serving utility but not specifically noted herein shall be considered incidental to this section.
4. Grounding and Bonding for Service Entrance.
5. Mounting Rack of strut type framing with concrete pier foundation.
6. Galvanized Rigid Steel Conduit above grade.

2.1 Materials

2.2 Conduit

Conduit shall be as specified in Special Provision CONDUIT, BELOW GRADE.

2.3 Wire

Ground Electrode wire shall be #4 Solid Copper annealed or soft drawn. All other wire shall be as

specified in Special Provision, WIRE IN CONDUIT.

2.4 Splices and Joints

Splices and joints shall be as specified in Special Provision, WIRE IN CONDUIT.

2.5 Service Disconnect Fused

Safety switches (disconnects) shall be rated for use at 480 Volts, 3 phase and shall be Heavy Duty, NEMA KS 1 load interrupter enclosed knife switch with externally operated handle interlocked to prevent opening front cover with switch in ON position. Disconnect handle shall be lockable in OFF position.

Safety switch enclosures shall be NEMA 4X, unless otherwise indicated on drawings.

Disconnect shall be fusible-type and shall include high-interrupting capacity, U.L. Class "R" time-delay (slow-blow) fuses, Buss, or equivalent. Fuse ampacities shall be as noted on the project drawings. Three spare fuses of each ampacity used on the project drawings shall be provided with each fusible disconnect.

Disconnect shall be U.L. Listed as suitable for use as Service Entrance Disconnect Equipment. Provide Ground Kit and Neutral Kit where required.

2.6 Distribution Panelboard

Panelboard shall be provided with bolt-on circuit breakers of size and rating as detailed in panel schedule on plans. Breakers shall be 1, 2 or 3-pole with an integral crossbar to assure simultaneous opening of all poles in multipole circuit breakers. Breakers shall have an overcenter, trip-free, toggle-type operating mechanism with quick-make, quick-break action and positive handle indication. Handles shall have "ON", "OFF" and "TRIPPED" positions. Circuit breakers shall be UL listed in accordance with UL Standard 489.

Panelboards bus structure and main lugs or main circuit breakers shall have current ratings as shown on panelboard schedule. Bus material shall be copper with either silver or tin plating. Bus ratings shall be in accordance with UL Standard 67. Bus bar connections to branch circuit breakers shall be the "distributed phase" or phase sequence type.

Panelboard bus assembly shall be enclosed in a steel cabinet rated NEMA 3R (unless otherwise noted on the drawings). Box front shall include a door and have a flush, cylinder tumbler-type lock and catch and spring-loaded stainless steel door pull. Door shall have completely concealed hinges when closed and shall not be removable when locked. A circuit directory frame and card with a clear plastic cover shall be provided on door interior.

Panelboards shall be nominal 20" in width unless otherwise noted.

Panelboards rated 240 VAC or less shall have short-circuit ratings as shown on the drawings, or as herein scheduled, but not less than an integrated equipment rating of 18,000 amps RMS symmetrical. All units shall bear UL label.

Except where noted otherwise on the drawings, all panelboards shall have neutral bar and ground bar bonded together. Where neutral bar and ground bar are noted to be isolated, the contractor

shall verify during wiring installation that neutral and ground conductors are terminated on the correct bar.

Where schedule on drawings indicates "SPARE", a complete circuit breaker of the ampacity and number of poles indicated is to be provided. Where schedule on drawings does not indicate a specific size circuit breaker provide a 20 AMP single pole circuit breaker for each of the remaining unused poles. Therefore, panelboard shall be filled with feeder circuit breakers.

Multi-pole circuit breakers with removable tie-links are not acceptable.

Tandem circuit breakers (two circuit breakers on single pole frame) are not acceptable.

Panelboard shall include Surge Protective Device

2.7 Pull Box

Enclosure shall be NEMA 3R rated, hinged with stainless steel hinge pin, with drip shield, single door, white interior mounting panel and easily released door clamps. Materials of construction shall be 16 or 14 gauge steel, depending on enclosure size, with polyester powder coating. Furnish all exterior-mounted NEMA 3R enclosures with a NEMA 4X Drain-Vent (specified below) to remove interior moisture and condensation.

Drain-Vents shall be furnished and installed in the bottom of enclosures in order to remove unwanted condensation and moisture from within enclosure. Units shall be NEMA 4X rated and shall maintain the NEMA 4X rating of enclosures when installed. Drain-Vents shall be as manufactured by Stahlin Enclosures Model DV4XKIT, or equivalent.

2.8 Mounting Strut

Strut-type metal framing shall be provided to mount and support electrical equipment and enclosures as indicated on the drawings.

Strut-type supports shall be either aluminum or stainless steel construction. Unless specifically identified for use on the drawings, painted or factory coated steel, galvanized steel or non-metallic strut are not acceptable alternates to this requirement. Use stainless steel on all project locations where strut is in direct physical contact with earth.

Unless specifically noted to be Type 316 Stainless Steel only, Stainless Steel strut- type metal framing may be Type 304 or Type 316 Stainless Steel.

Aluminum strut-type metal framing shall be Type 6063-T6 Aluminum. All mounting hardware shall be stainless steel.

Manufacturers:

1. Unistrut: P-1000 EA (Aluminum), P-1000 SS (Stainless Steel)
2. B-Line: B22AL (Aluminum), B24SS (Stainless Steel)
3. Equivalent meeting specifications

2.9 Surge Protective Device (SPD or TVSS) for Panelboard.

The Surge Protection units shall be tested to demonstrate suitability for ANSI/IEEE C62.41 Category C1 environments.

The Surge Protective Device shall not limit the use of Through-feed lugs, Sub-feed lugs and Sub-feed breaker features, where applicable.
The Surge Protective Device shall be immediately installed on the load side of the main breaker.

The panelboard shall be capable of re-energizing upon removal of the Surge Protective Device.

A direct bus bar connection shall be used to mount the Surge Protective component to the panelboard bus bar to reduce the impedance of the shunt path.

The Surge Protected panelboard shall be constructed using a direct bus bar connection.

The surge Protective Device shall be included and mounted within the panelboard by the manufacturer of the panelboard.

The complete panelboard, including the Surge Protection Device shall be UL-67 listed.

3.1 Construction Requirements

3.2 Submittals, and Certifications
Shop drawings, product data, and certifications shall be submitted to the Engineer for approval. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance.

In general, submittal information shall be dated, current project specific, identified as to the project and shall include the following:

(a) All cable types and sizes used on this project
(b) Rigid PVC Conduit, Connectors, Elbows and Cement
(c) Galvanized Rigid Conduit
(d) Panelboard
(e) Service disconnect switch, fused
(f) Pull box
(g) Mounting strut

3.1 Delivery, Storage and Handling
Conduits shall not be shipped loose, but shall be bundled by sizes. Fittings shall be stored in boxes. All equipment shall be stored on pallets to prevent contact with earth and shall be covered with plastic sheeting to protect them from dirt and weather. Wire and cable shall be delivered on reels or coiled in boxes. Wire and cables shall be stored and handled to prevent damage to conductor and insulation.

3.2 Installation
Install panelboards where shown on the plans, in accordance with manufacturer's directions and in accordance with NEMA PB1.1. Install panelboards plumb. Provide filler plates for unused spaces in panelboards. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes as required.

Provide legend plates for all panelboards to identify panelboard as well as voltage, phase and number of wires (example"LP-1, 208Y/120 VAC, 3 PHASE, 4 WIRE").

Install cabinets and enclosures at locations shown on drawings and as directed by Owner's representative. Cabinets and enclosures shall be "stand off" mounted 1/2" from wall to provide free air flow behind cabinets and enclosures.

To maintain NEMA 4X enclosure ratings, watertight hubs which are UL listed NEMA 4X shall be installed as necessary at conduit entrances to enclosure.

At both interior and exterior locations, where enclosure or cabinet knockouts consist of tangential knockouts, the Contractor shall install weatherproof hubs sized for largest knockout, with a reducing bushing sized for the incoming conduit.

Do not fasten supports to pipes (except where detailed on drawings), ducts, mechanical equipment (except where detailed on drawings), or conduit.

Install surface mounted cabinets, enclosures and panelboards with a minimum of four anchors.

Provide materials, sizes and types of anchors, fasteners, and supports necessary to carry loads of equipment and conduits. Consider weights of equipment and conduit when selecting products.

Provide all necessary hardware, such as floor flanges, in order to install equipment as specified or as shown on the drawings.

Include knee-braces and stiffeners as necessary to provide rigid support such that equipment does not bounce or sway.

Use spring-lock washers under all nuts.

4.0 Method of Measurement

The 600 AMP LIGHTING CONTROL PANEL will be measured per each assembly unit installed and accepted. One fully functional control panel assembly and service entrance will be one unit.
For pay items to be measured, the complete item will be required to be fully furnished and installed.

5.0 Basis of Payment

The accepted quantities of each meter pedestal placed will be paid for at the contract unit price per each including all necessary and specified fabrication, installation, service entrance, kwh meter , fused disconnect switch, panelboard, framing strut, pull box, GRS conduit, PVC conduit, fittings, elbows, conduit, wire, trenching, backfill, and miscellaneous requirements. This payment will be full compensation for furnishing and placing all materials complete as specified or detailed.

INSTALL OWNER PROVIDED LIGHT POLE ASSEMBLIES

1.1 Description

1.2 Summary

The city of Branson will purchase the proposed light assemblies and provide the units to the contractor for storage and installation. This Section ONLY includes the installation of the following:

Street Light Assemblies including foundations, light fixtures, LED assemblies, LED drivers, lead wiring, fusing, surge protective devices, device boxes, duplex receptacles, connectors, wireless control, ground rod, ground conductor, wooden poles, specialty painted aluminum plates, shrouds, brackets and castings, access hand holes and planter baskets.

2.1 Materials

2.2 Manufacturer

Michaels' Lighting of Winona, Minnesota (as represented by TechLite) will provide detailed design and the fabrication of the Street Light and Street Name Pole Assemblies and their respective foundations. Michaels' will provide design assist services as required to extend the assembly designs from the character drawings included within these bid documents to a point of a fully detailed design depicting all required components, dimensions, materials, welds, connections, finishes and photometric performance.

An illustrative and linework likeness of the two assemblies has been included within the Drawings for the purpose of aiding the bidders with the process of developing an understanding of the effort required to assemble and install the two assemblies. All installation work is to be completed in a craftsman-like manner that is representative of superior work at the upper limits of quality within the custom light fabrication and installation industries.

[redacted]

2.3 LED Package

The LED package shall be bottom mounted in the fixture to allow an indirect light distribution by reflection from a top mounted reflector. The LED package shall be CREE XM-L-CW, with 36 LEDS, driven at 700 mA, yielding 260 lumens per LED.

2.4 Lightning Protection

The surge protector shall be totally weatherproof and shall withstand a surge current of up to 20,000 amperes (8x20 microseconds) and repetitive surges of up to 200 amperes for a minimum of 10,000 occurrences. Response time shall be less than 50 nanoseconds. The current drain shall not exceed 100 microamperes. The unit shall not allow holdover current or conduction to ground after a surge ends.

Protection shall be achieved for both phase and neutral conductors with surges being passed to ground and not to neutral. There shall be no discharge lag in the protection of phase conductors over the neutral conductor.

2.5 Fuseholders and Fuses

Fuseholders shall consist of a two-section unit designed to hold midget and CL-CC type fuses rated for 30A and 600V. Fuseholders shall be Cooper type HEX or equal.

Fuses shall be dual element time delay type with current limiting characteristics. They shall be rated for 600VAC and have a UL listed interrupting rating of no less than 10,000 amp rms. Fuses shall be sized at 3 times the operating current of the fixture served.

2.6 Receptacles

Duplex receptacles with ground fault circuit interrupters (GFCI) shall be provided and installed where noted on drawings. All units shall be rendered permanently inoperative at its "end of useful life" (EOL) as defined in UL 943. All receptacles shall be rated 20 Amp with NEMA 5-20R receptacle configuration. Provide self-protected GFCI receptacles at each required location. Receptacles shall be back and side wire compatible, feed-thru type (whether or not feed-thru feature is utilized on project). GFCI Receptacles shall be of the following types:

Duplex GFCI receptacles used outdoors shall comply with the following:

1) GFCI Receptacles shall meet National Electrical Code Weather-Resistant requirements, shall be listed to the Weather-Resistant supplement of UL498, and shall exceed UL corrosion requirements. Rubber curtains shall let plug blades in, keep dust, water and insects out. Provide integral gasket to seal receptacle. Receptacles shall be of high-impact-resistant thermoplastic construction with matching Nylon wall plate. GFCI Receptacles shall be Pass & Seymour Cat. # 2095DSWRBK, or equivalent meeting requirements noted.

2) "WP", where noted, indicates that receptacles are to be used with Weatherproof Receptacle Covers, specified elsewhere.

2.7 Wire, Connections and Joints

Wire, connections and joints shall be as specified in Wire in Conduit.

2.8 Ground Rod

Ground rods shall be UL listed, single-piece, 5/8" diameter by 8' long copper-clad steel with minimum 10 mil copper cladding.

2.9 Ground Rod Connections

All buried connections of grounding and bonding components shall be via exothermic weld only. Clamp or compression grounding connections below grade will be rejected and replaced at Contractor's expense.

2.10 Exothermic Welding Equipment Manufacturers

Erico – Cadweld Continental Industries – Therm-O-Weld Hagar – Ultraweld

3 Construction Requirements

3.1 Delivery, Storage and Handling

Deliver furnishings and accessories completely identified for installation procedure. Handle and store to prevent damage or soiling.

3.2 Installation

Installation of all items shall be complete so as to provide fully operational systems. Install all items in plumb alignment using noncorrosive hardware sufficient in size and quantity to fully secure units to pavements.

All receptacles shall be grounded with a ground conductor connected to their respective grounding terminal or screw.

Test all receptacles, toggle switches and control stations for proper operation, including GFCI operation where applicable.

Unless otherwise specified, install duplex outlets with ground blade on the bottom if mounted vertically or to the right if mounted horizontally. Install GFCI receptacles in such that "Test" and "Reset" wording are oriented correctly.

3.4 Testing

Each Ground Rod shall be tested for resistance to earth a "three-terminal" or "fall-of-potential" test as described in IEEE Standard #81. As an alternate, a specially designed clamp-on instrument such as AEMC Model 3710 or 3730 may be used if found acceptable to the engineer. Based upon measured field data, the Contractor shall calculate the ground field resistance and furnish record copies to the Engineer and Owner for record. In no case shall the ground field resistance exceed 25 ohms. If the resistance is found to be higher than 25 ohms, one additional rod shall be driven with a minimum separation equal to the length of the ground rod used and connected in parallel with the rod under test.

Exterior ground rod resistance testing shall not be measured during unusually wet weather and should be performed during normal weather and soil conditions. Any tests incorrectly performed or not performed to the satisfaction of the engineer will be repeated. Costs for all such re-testing shall be considered incidental to the project.

All specified maximums and minimums of this specification must be met.

Complete test records of all tests shall be made and shall show resistance values obtained and calculations of same, showing method of test and calculation.

4 Method of Measurement

The Light Pole Assemblies, Special will be measured lump sum for the assembly unit installation of all light poles assemblies shown on the plans.

5 Basis of Payment

Payment will be made Lump Sum for all necessary installation of foundations, light fixtures, LED assemblies, LED drivers, lead wiring, fusing, surge protective devices, device boxes, duplex receptacles, connectors, wireless control, ground rod, ground conductor, wooden poles, specialty painted aluminum plates, shrouds, brackets and castings, and planter baskets.

This payment will be full compensation for installing all materials complete as specified or detailed.

INSTALL OWNER PROVIDED STREET NAME SIGN ASSEMBLIES

DESCRIPTION

The city of Branson will purchase the proposed street sign assemblies and provide the units to the contractor for storage and installation. This Section ONLY includes the installation of the following:

Street Name Pole Assemblies including foundations, street name blades, parking blades, liberty oak medallions, connectors, wooden poles, painted specialty aluminum plates, shrouds, castings and brackets.

MATERIALS

1.0 Manufacturer:

Michaels' Lighting of Winona, Minnesota (as represented by TechLite) will provide detailed design and the fabrication of the Street Name Pole Assemblies and their respective foundations. Michaels' will provide design assist services as required to extend the assembly designs from the character drawings included within these bid documents to a point of a fully detailed design depicting all required components, dimensions, materials, welds, connections, and finishes.

An illustrative and linework likeness of the assemblies has been included within the Drawings for the purpose of aiding the bidders with the process of developing an understanding of the effort required to assemble and install the assemblies.

All installation work is to be completed in a craftsman-like manner that is representative of superior work at the upper limits of quality within the custom light fabrication and installation industries.

[redacted]

Contact Dave McDowell to obtain information on installation requirements.

CONSTRUCTION REQUIREMENTS

1.0 Delivery, Storage and Handling

Deliver furnishings and accessories completely identified for installation procedure. Handle and store to prevent damage or soiling.

2.0 Installation

Installation of all items shall be complete so as to provide fully operational systems. Install all items in plumb alignment using noncorrosive hardware sufficient in size and quantity to fully secure units to pavements.

METHOD OF MEASUREMENT
The INSTALLATION OF OWNER PROVIDED STREET NAME SIGN ASSEMBLIES will be
measured lump sum for the assembly unit installation of all street name sign assemblies shown on the plans

BASIS OF PAYMENT
Payment will be made Lump Sum for all necessary installation of all necessary installation, anchorage materials, foundations, and miscellaneous requirements.

This payment will be full compensation for furnishing and placing all materials complete as specified or detailed. Payment Will Be Made Under:

PAY ITEM	UNIT
INSTALL OWNER PROVIDED STREET	LS NAME SIGN ASSEMBLY

PLUMBING

1.1 GENERAL

A. Provide mechanical systems indicated on drawings, specified or reasonably implied. Provide every device and accessory for proper operation and completion of mechanical systems

B. Contractror shall familiarize himself with equipment provided by other contractors, which require mechanical connections and controls.

1.2 LOCAL CONDITIONS

A. Visit site and determine existing local conditions affecting work incontract

B. Failure to determine site conditions or nature of existing or new construction will not be considered a basis for granting additional compensation.

1.3 CODES, ORDINANCES, RULES, AND REGULATIONS

A. Provide work in accordance with applicable codes, rules, ordinances, and regulations of Local, State, and Federal Governments and other Authorities Having lawful Jurisdiction (AHJ).

B. Conform to latest editions and supplements of the following codes, standards, or recommended practices as adopted by the AHJ.

A. 2009 International Plumbing Code

C. Contractror shall secure and pay for necessary permits and certificates of inspection required by governmental ordinances, laws, rules, or regulations.

1.4 LOCATIONS AND INTERFERENCES

A. Locations of equipment, piping, and other mechanical work are indicated diagrammatically by drawings. Determine exact locations on job , subject to structural conditions, work of other contractors, access requirements for installation.

B. Study and become familiar with drawings and details to obtain necessary information for figuring installation

1.5 SYSTEM PERFORMANCE

A. Final acceptance of work shall be subject to the condition that all systems, equipment , apparatus, and appliances operate satisfactorily as designed and intended.

1.6 CUTTING & PATCHING

A. Contractror shall do cutting and patching of building materials required for installation of work herein specified. Structural members are not to be cut.

B. Make openings in concrete with concrete hole saw or concrete drill. Do not use star drill or air hammer for this work .

2.0 PIPING MATERIALS AND FITTINGS:

A. Piping used throughout project shall conform to the following specifications

B. Cross-linked Polyethylene PEX:

1. Provide cross-linked polyethylene (PEX) tubing and ASTM F1960 cold expansion fittings conforming to the requirements of ASTM F876 and F877 and ANSI standards 14 and 61.

2. Standard grade hydrostatic pressure ratings from Plastics Pipe Institute (PPI) in accordance with TR-3 as listed in TR-4 . The following three standard-grade hydrostatic ratings arerequired:

   200°F (93°C) at 80 psi (55 1 kPa)
   180°F (82°C) at 100 psi (689 kPa)
   73.4°F (23°C) at 160 psi (1,102 kPa)

3. All horizontal tubing hangers and riser clamps shall be epoxy-coated with clips supplied by the tubing manufacturer.

4. All piping shall be installed as required by the PEX tubing manufacturer with minimum horizonta l supports installed not less than 32" apart.

5. Tubing by Wirsbo, Watts, and Viega.

2.1 PIPE FITTINGS:

A. Pipe fittings used throughout project shall be proper type for installation method used and shall be compatible with piping system materials.

3.0 PIPE INSTALLATION:

A. Install all piping parallel with building lines and parallel with other piping to obtain a neat and orderly appearance of piping systems. Piping shall be installed so that allowable stress for piping, valves , and fittings used are not exceeded during normal operation or testing of piping system.

3.1 VALVES AND INSTALLATION:

A. Install necessary valves within piping systems to provide required flow control and to allow isolation for inspection, maintenance, and repair Install union

B. Each valve shall be installed so that it is easily accessible for operation, visual inspection, and maintenance.

C. Connection in the line within 2 feet of each screw and valve unless valve can be otherwise easily removed from the line

D. Valves shall be the same size as piping

3.2 VALVES:

A. Ball valves shall be scheduled as Type " BLV" valves.

B. Valve specifications by type number shall be as follows:

TYPE NO	SPECIFICATION
BLV-1	2-inch valves and smaller: bronze (ASTM B 584 Alloy 844, ASTM B 62, or ASTM B 61) (no brass containing more than 22 percent zinc) full port ball valve 600 psi-WOB, Teflon seats, stainless steel ball, stem with insulated handle NIBCO T-585-70-66, with screwed ends.

3.3 BACKFLOW PREVENTERS

A. Provide reduced-pressure principal backflow preventer at restaurant location.

B. For remaining two locations, provide double check valve assembly.

C. All Backflow Prevention shall be per the City of Branson Specification

3.4 CONCRETE INSERTS AND ANCHORS:

A. Provide McCullock Kwik-Bolt or Phillips red head concrete anchors of proper type for attachments.

3.5 TESTING PROCEDURES:

A. Test methods for pressures shall be as follows:

A. Hydrostatic test shall be performed using clean unused domestic water. Test pressures shall be 220 percent of operating pressure where not specified.

METHOD OF MEASUREMENT

The PLUMBING will be measured lump sum for the assembly unit installation of all street name sign assemblies shown on the plans

BASIS OF PAYMENT

Payment will be made Lump Sum for all necessary installation of all necessary installation, materials, labor, and miscellaneous requirements.

This payment will be full compensation for furnishing and placing all materials complete as specified or detailed. Payment Will Be Made Under:

PAY ITEM	UNIT
INTERIOR WATER SERVICE FROM METER TO POINT OF INTERIOR BUILDING CONNECTION	LS

LIGHT-WEIGHT STEEL BARRIER

GENERAL:

1.0 Contractor shall furnish and deliver 40 feet (four 10 foot long sections) of lightweight steel barrier (LSB). The LSB sections shall be delivered to the city at the location determined by the project manager. The city shall retain the barriers for future use in street closures. The barriers shall be "BarrierGuard 800" or approve equal. BarrierGuard 800 is manufactured by Highway Care USA, 7068 Fire Opal Drive, Las Vegas, NV 89131 www.highwaycareusa.com 702-204-0732

A. This item shall consist of lightweight steel barrier constructed of structural steel (ASTM A36 or equivalent) that is not less than 4mm thick, hot dipped galvanized (in accordance with ASTM 123), assembled into 10 foot long sections that have been tested to NCHRP Report 350, Test Level 3, and accepted by the FHWA for use on the National Highway System.

B. Each section shall be at least 31" high and base width (foot print) shall not exceed 22". The LSB shall not exceed 110 pounds per linear foot. The standard barrier mid-sections shall have wheels which can be raised and lowered as required for rapid deployment.

C. The dynamic deflection of the LSB, when anchored only on the ends of the installation, shall be less than six feet for all NCHRP Report 350, Test Level 3 impact conditions.

D. The LSB shall have a smooth face exposed to traffic and internal anchoring to eliminate the potential of blade snagging during snow removal. There shall be no removable pins to connect barrier to barrier, exposed joint connections between barrier sections or "foot" that protrudes beyond the wall face.

METHOD OF MEASUREMENT
Measurement for this work will be per LINEAR FOOT

BASIS OF PAYMENT
Basis of payment will be at the contract unit price per LINEAER FOOT for LIGHTWEIGHT STEEL BARRIER

WATER MAIN

1.0 TRACER WIRE:

A. Open Trench. Trace wire shall be #12 AWG Copper Clad Steel, totally annealed 1055 steel. High strength, minimum breaking load of 452 lbs., with a minimum HDPE coating of 30 mils.

B. Directional Drilling/Boring. Trace wire shall be #12 AWG Copper Clad Steel, totally annealed 1055 steel. Extra high strength, minimum breaking load of 1,150 lbs., with a minimum HDPE coating of 45 mils.

C. Pipe Bursting. Trace wire shall be #.2403" AWG Copper Clad Steel, totally annealed 1055 steel. Extreme strength, stranded, minimum breaking load of 4,700 lbs., with a minimum HDPE coating of 50 mils.

1.1 CONNECTORS:

A. Direct bury wire connectors, including 3-way lockable connector: "DryConn 3-Way Bury Lug"" or approved equal. Mainline splice to service line connection shall be specifically manufactured for use in underground trace wire installation, shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.

B. All mainline trace wires must be interconnected in intersections, at tees and crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At crosses, the four wires shall be joined using a 4-way connector. Using two 3-way connectors with a short jumper wire between them is an acceptable alternative.

C. Directional drilling and pipe bursting splicing is not allowed on the main line. Intersection splicing will follow guidance for direct bury connectors.

1.2 TERMINATION/ACCESS:

All trace wire termination points must utilize an approved trace wire access box. A minimum of two (2) feet of excess wire is required in all grade level trace wire access boxes after setting at final grade.

A. Service lines: Access to the trace wire shall be through the water meter box/vault, located at the right-of-way line or permanent easement line. The trace wire shall connect to the main line trace wire using an approved mainline to lateral lug connector. See Drawing Detail.

B. Water Main: Access to the trace wire shall be through a valve box or an approved access box at both ends of the water main. The trace wire shall terminate at both ends with an approved grounding anode. See Drawing Detail.

C. On long-runs, in excess of five hundred (500) linear feet without service laterals, trace wire access must be provided utilizing an approved in-ground trace wire access box. The box must be located out of the roadway and delineated using a polyethylene marker post, color coded per American Public Works Association (APWA) standard for the specific utility being marked.

1.3 GROUNDING:

A. Trace wire must be properly grounded at all dead ends/stubs.

B. Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of twenty (20) linear feet of #14 AWG HDPE copper clad wire connected to the anode.

2.0 INSTALLATION-GENERAL:

A. Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512 Hz) signal for distances in excess of one thousand (1,000) linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.

B. Trace wire system must be installed as a continuous single wire. No looping or coiling of wire is allowed.

C. Any damage occurring during installation of the trace wire must be immediately repaired in an approved waterproof method. Taping and/or spray coating shall not be allowed.

D. All mainline dead-ends shall go to ground using an approved waterproof connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. The anode will be buried on the opposite side of the utility at the furthest most point. The anode wire will be connected in the trace wire access box to the trace wire utilizing the connection point in the access box.

E. Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode, buried at the same depth as the trace wire.

F. All service line trace wires shall be connected to the mainline with a single wire, (no looping will be allowed) using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.

G. In occurrences where existing trace wire is encountered on an existing utility that is being extended or tied into, the new and existing trace wire shall be connected using approved splice connectors, shall be properly grounded at the splice location as specified and be completely waterproof to prohibit corrosion and loss of conductivity.

2.1 PROHIBITED PRODUCTS AND METHODS:

The following products and methods shall not be allowed or acceptable.

A. Uninsulated trace wire
B. Trace wire insulations other than HDPE
C. Twist-on wire connectors
D. Brass or copper ground rods
E. Wire connections utilizing taping or spray-on waterproofing

F. Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
G. Brass fittings with trace wire connection lugs
H. Wire terminations within the roadway
I. Connecting trace wire to existing conductive utilities

3.0 TESTING:

All new trace wire installations shall be located using typical low frequency (512 Hz) line tracing equipment, witnessed by the City, prior to acceptance of ownership. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

A. Ductile-Iron Fittings. Ductile-iron fittings shall be complete with all accessories and shall be ASTM A536, Grade 70-50-05, conforming to ANSI A21.53/AWWA C153, 350 psi pressure rating. Joints shall be of the standard mechanical joint type conforming to ANSI A21.11/AWWA C104 and shall be coated inside and out with a bituminous coating. Fittings shall have distinctly cast upon them the pressure rating and letters "DI" or "DUCTILE".

B. Gate Valves. Generally, and unless otherwise directed by the Engineer, gate valves shall be used on all water mains, up to and including, 12 inches nominal diameter. The type, size and location of valves shall be as shown on the Plans. Except as modified or provided herein all gate valves in pipe lines shall be 200 psi, iron body, gate valves with non-rising stems. Gate valves shall be resilient-seated conforming to all applicable requirements of ANSI/AWWA C509 and/or C515. All gate valves shall have a stainless steel stem. Gate valves shall be Clow 2639 and or 2640 or Mueller A-2360 or AVK Series 65 or approved equal.

All valves within proximity of tees and fittings shall be restrained with stainless steel all-thread or anchor couplings to the tee and/or fitting.

C. Hardware. All bolts, washers and nuts must be stainless steel.

4.0 INSTALLATION.

A. Laying of ductile-iron pipe, and PVC (poly vinyl chloride) pipe; installation of valves, and hydrants; and embedment and backfill shall conform to the following specifications and the details as shown on the plans.

1. Unless otherwise specified or shown on the plans, the water mains shall be laid to have a minimum cover of 42 inches and maximum cover of sixty (60) Inches, measured from the finished grade or from established street grades shown on the plans.

2. Whenever pipe laying is stopped, the open end of the line shall be sealed with a watertight plug which will prevent trench water from entering the pipe.Where the pipe is to be installed inside a casing pipe or tunnel liner, J-Four Pipe Products Model 60 pipe spacers or approved equal shall be bolted to each pipe with stainless steel hardware before it is placed in the casing pipe or tunnel liner in accordance with these specifications and as shown on the plans. The ends of each casing pipe or tunnel liner shall be closed with a J-Four Pipe Products End Seal or approved equal.

5.0 SEPARATION OF WATER MAINS, SANITARY SEWERS AND COMBINED SEWERS.

When buried water mains are in close proximity to non-potable pipelines, the water mains are vulnerable to contamination that can pose a risk of waterborne disease outbreaks. For example, sewers (sanitary sewer mains and sewage force mains) frequently leak and saturate the surrounding soil with sewage due to structural failure, improperly constructed joints, and subsidence or upheaval of the soil encasing the sewer. If a nearby water main is depressurized and no or negative pressure occurs, that situation is a public health hazard. The public health hazard is compounded if an existing sewer is broken during the installation or repair of the water main. Further, failure of a water main in close proximity to other pipelines may disturb their bedding and cause them to fail. To protect the public health, the following requirements shall be met. These requirements apply to horizontally directionally drilled pipe or pipe installed through other trenchless methods as well as pipe installed by conventional open-cut methods.

A. General:

The following factors should be considered in providing adequate separation:

1. Materials and type of joints for water and sewer pipes;
2. Soil conditions;
3. Service and branch connections into the water main and sewer line;
4. Compensating variation in the horizontal and vertical separations;
5. Space for repair and alterations of water and sewer pipes; and
6. Off-setting of water mains around manholes.

B. Parallel installation:

The water main shall be located at least ten feet horizontally from any existing or proposed line carrying non-potable fluids such as, but not limited to drains, storm sewers, sanitary sewers, combined sewers, sewer service connections, and process waste or product lines. The distance shall be measured from edge to edge.

In cases where it is not practical to maintain a ten-foot separation, the Missouri Department of Natural Resources (MDNR) may allow deviation on a case by case basis, if supported by data from the design engineer. Such deviation may allow installation of the water main closer to a non-potable fluid line, provided that the water main is laid in a separate trench located as far away from the non-potable line as feasible and meets other specific construction requirements. Locating a water main on an undisturbed earth shelf located on one side of the non-potable line is not recommended and requires justification by the engineer and specific case-by-case approval of MDNR. In either case, an elevation

shall be maintained such that the bottom of the water main is a least 18 inches above the top of the non-potable line while meeting minimum cover requirements.

In areas where the recommended separation cannot be obtained, either the waterline or the non-potable line shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe, or cased in a continuous casing. Casing pipe must be a material that is approved for use as water main. Conventional poured concrete is not an acceptable encasement.

C. Crossings:

Water mains crossing sewers, or any other lines carrying non-potable fluids shall be laid to provide a minimum vertical clear distance of 18 inches between the outside of the water main and the outside of the non-potable pipeline. This shall be the case where the water main is either above or below the non-potable pipeline. An 18-inch separation is a structural protection measure to prevent the sewer or water main from settling and breaking the other pipe. At crossings, the full length of water pipe shall be located so both joints will be as far from the non-potable pipeline as possible but in no case less than ten feet or centered on a 20-foot pipe. In areas where the recommended separations cannot be obtained either the waterline or the non-potable pipeline shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe, or cased in a continuous casing that extends no less than ten feet on both sides of the crossing. Special structural support for the water and sewer pipes may be required. Casing pipe must be a material that is approved for use as water main. Conventional poured concrete is not an acceptable encasement.

D. Exception

Any exception from the specified separation distances in paragraphs 2 and 3 above must be submitted to MDNR for approval.

E. Force mains

There shall be at least a ten-foot horizontal separation between water mains and sanitary sewer force mains or other force mains carrying non-potable fluids and they shall be in separate trenches. In areas where the recommended separations cannot be obtained, either the waterline or the non-potable line shall be constructed of mechanical joint pipe or cased in a continuous casing, be constructed of mechanical joint pipe, or be joint less or fusion welded pipe. Where possible, the waterline shall also be at such an elevation that the bottom of the water main is at least 18 inches above the top of the non-potable line. Casing pipe must be a material that is approved for use as water main. Conventional poured concrete is not an acceptable encasement.

F. Sewer manholes

No waterline shall be located closer than ten feet to any part of a sanitary or combined sewer manhole. Where the separation cannot be obtained, the waterline shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe, or cased in a continuous casing. Casing pipe must be a material that is approved for use as

water main. The full length of water pipe shall be located so both joints will be as far from the manhole as possible, but in no case less than ten feet or centered on a 20-foot pipe. No water pipe shall pass through or come into contact with any part of a sanitary or combined sewer manhole.

6.0 METHOD OF MEASUREMENT

Measurement will be as follows:

1. 8" WATER LINE will be LINEAR FEET.
2. 8" GATE VALVE will be EACH
3. 6" WATER LINES will be LINERAR FEET.
4. 6" GATE VALVE will be EACH
5. FIRE HYDRANT ASSEMBLY will be EACH
6. WATER SERVICE CONNECTION will be EACH
7. CONNECT TO EXISTING WATER MAIN will be EACH
8. TEMPORARY CONNECTIONS, VALVES, DEAD-END ASSEMBLIES AS REQUIRED TO MAINTAIN WATER SERVICE TO EXISTING MAIN DURING CONSTRUCTION will be LUMP SUM
9. CTS WATER SERVICE (Festival Connection) will be EACH

7.0 BASIS OF PAYMENT

Basis of payment will be at the contract unit price. This Payment will be full compensation for furnishing and installation of work, material, and all incidentals necessary for each item

2017 MARKETING

Branson Chamber of Commerce & Convention & Visitors Bureau

December, 2016

How has our strategy been working?

2016
AD
EFFECTIVENESS

Marketing Efficiency

- Awareness of the CVB's 2016 campaign reached 50% of travelers, equating to app. 45.5M aware traveler households in the US. The level of advertising awareness and number of travel households reached broke new records this year.
- With a media investment of app. $5.2M, BCVB's cost per aware household averaged just $0.11, an 11% decrease from 2015, and also a new record for efficiency. Contextually, anything below $.50 is considered good.
- While reaching new households efficiently is an integral part of a successful campaign, marketing is said to have worked only if the people who see the ads are ultimately more likely to have visited Branson than those who did not.
- BCVB's marketing campaign reached that objective as incremental visitation was generated across all three tiers surveyed nationwide: Tier 1 (51-300 miles): +1.2%, Tier 2 (301-650 miles): +0.9% and Tier 3 (651+ miles): +1.3%. This provided for an overall increment of 1.1%.

Incremental Impact

- Extrapolating this incremental level of visitation across travel households, it is projected that the BCVB generated 523k incremental trips that would likely not have occurred had the campaign not been in place. Likewise, these travelers collectively spent more than $498 million in incremental travel revenue.
- Overall, the campaign generated an ROI of $97—another record high for BCVB since measurements began in 2009. This means that 97 incremental travel dollars were spent in Branson for every $1 invested in marketing. This represents a 7% increase over last year and is 11% higher than the historical average dating back to 2013.

Advertising Evaluation

- More than eight in ten travelers enjoyed Branson's overall ad collection while another 83% indicated the ads made the Branson area seem more appealing as a destination—both experienced increases over 2015 (up 16% and 9%, respectively). Additionally, relevance (+8%), brand fit (+4%) and differentiation (+18%) of the ads all posted year over year increases in 2016.
- More importantly, the ads persuaded travelers to search online for things to do (61%) and visit the official Branson website (61%). All traveler message takeaways and post-ad traveler actions increased compared to 2015 scores.
- Finally, BCVB's marketing campaign increased travelers' intent to visit the area by nine points.

Branson Brand Image

- Those familiar with Branson indicate they most associate it with family friendliness (72%), live music and entertainment (70%) and a safe and wholesome atmosphere (68%). All brand metrics recorded increases over last year.
- However, there was a fair amount of change in the brand descriptor ratings. Those that view Branson as a wholesome, old fashioned, rustic and boring destination decreased this year while those that view the area as an artistic, original, exciting, sophisticated and surprising destination increased.
- Branson's Net Promoter Score has continued to increase over the past few years with scores of 43% in 2013, 55% in 2014, 58% in 2015 and 64% this year. This year, the shift was driven by slightly fewer brand detractors (-2%) coupled with an increase in the number of brand promoters (+4%).

- Staff Interviews
- Stakeholder Interviews
- DMC Ideation
- Partner Summit

STRATEGIC PLANNING PROCESS

TOPLINE FINDINGS

KEEP GOING FARTHER…

- Universal support for the new direction of destination marketing
- Most said the diversification of the message is strong
  - Embraces who we are while moving forward
  - On point and to the right targets
  - Many said “keep going farther”
- Appreciation for the sense of momentum that has been generated
- Appreciation for how highly qualified and successful the CVB team has been

PRIMARY AREAS OF INTEREST

PRIMARY AREAS OF INTEREST

- Continue refining the brand
- Continue exploring digital & social opportunities
- Continue refining target markets
- Tighter focus on the consumer
- Expand regional partnerships
- Develop a 12-Month visitor economy
- Outreach to community leaders & partners
- Identify potential new revenue streams
- Increased accountability
- Support development of events & festivals

PRIORITIES

1. *Continue honing brand messaging, target markets & tactics*
2. *Expand the destination's geographic and calendar appeal*
3. *Increase the understanding of the CVB and the region's visitor economy*
4. *Identify opportunities to increase the marketing of Branson to a more competitive level*

2017 MARKETING PLAN HIGHLIGHTS

MARKET MIX

<u>Strategic Media Updates:</u>

- Continued but reduced presence in Core markets to stabilize and grow.
- Market Potential study conducted with H2R. Determined highest value "super regional" markets.
    - Provides more "national level" exposure, with regional proximity
    - Memphis & Des Moines
    - These markets help address LOS, party expenditures, weekday traffic, etc.
    - Maintain roughly same level of national cable as budget allows
- Removal of Dallas spot TV
- TRLCC media audit and synchronization

ADDRESSING SCHOOL START DATE

Opportunity:

- H2R Market Research to provide school break report broken down by DMA
- Determine best timeframe to test market based on trip-planning habits
- Determine most viable markets
- Partner locally to provide high-value promotion that is trackable

ADVERTISING MEDIUMS

- Continue a blend of the following advertising elements:
  - Television
  - Magazines
  - Radio
  - Online Banner ads
  - Search Text ads
  - Online video advertising
  - Social Media advertising (Facebook, Twitter, Instagram, Pinterest, Snapchat)
  - Content Distribution

- Increasing percentage of digital media spend to app 22% of total media budget.

DOWNTOWN BRANSON

- Increase effectiveness and consistency of message by pulling Downtown Branson under Explore Branson umbrella
- Research-focused
- Brand identity & creative redesign
- Update and coordinated web and social presence
- Focus on streetscape project and tie in to Branson Forward efforts

INTERNATIONAL

- MDT utilizing cooperative marketing programs to extend international marketing budget
- MDT investing $640,000 in International in FY17
- 79% Growth from FY14 to FY17
- Focus on partnerships with MDT to include tradeshows, sales missions, press/product FAMs
  - Examples: IPW- audience international tour operators & press, U.S.-based receptive tour operators
  - World Travel Market- international tour operators & press, mostly U.K.
  - Travel South International Showcase- international tour operators, some press
  - Ontario Motor Coach Association- Canadian group tour operators
  - National Tour Association- increasing number of international tour operators or U.S. -based international inbound operators
- Strong Route 66 tie-in

Branson

Questions?

THANK YOU

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **RESOLUTION APPROVING THE MARKETING BUDGET OF THE BRANSON LAKES AREA CHAMBER OF COMMERCE FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.**

DATE: **DECEMBER 13, 2016**

INITIATED BY: **FINANCE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend adoption of this Resolution.

BRANSON COMMUNITY PLAN 2030:

Increase and/or reallocate marketing funds to attract the highest growth potential visitor segments.

STAFF REPORT:

The City approved the first reading of a contract renewal with the Branson Lakes Area Chamber of Commerce on December 8, 2016 with a second reading scheduled on December 13, 2016. The contract requires the Chamber to submit a proposed budget to the Board of Aldermen for approval and has been reviewed by city staff.

STAFF RECOMMENDATION:

Staff recommends adopting the Resolution.

PROPOSED MOTION:

Move to adopt the Resolution.

FINANCIAL REVIEW: **N/A**

ATTACHED INFORMATION:

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MARKETING BUDGET OF THE BRANSON LAKES AREA CHAMBER OF COMMERCE FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.

WHEREAS, the City entered into a contract with the Branson Lakes Area Chamber of Commerce for tourism marketing and promotion; and

WHEREAS, the contract requires the Chamber to submit a proposed budget to the Board of Aldermen for approval; and

WHEREAS, the Board of Aldermen desires to approve the Chamber's marketing budget for January 1, 2017 through December 31, 2017.

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

Section 1: The Board of Aldermen of the City of Branson, Missouri hereby approves the marketing budget of the Branson Lakes Area Chamber of Commerce from January 1, 2017 to December 31, 2017 attached hereto as Exhibit "A".

ADOPTED by the Board of Aldermen of the City of Branson, Missouri, on this ____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

12-2-16

_____
William T. Duston
City Attorney

Exhibit "A"

Branson/Lakes Area Chamber of Commerce & CVB
Marketing Allocations using City of Branson Tax Funds
REVENUES AND EXPENDITURES

CODE	DEPT	REVENUE DETAIL	CY 2017 BUDGET AMOUNT
4300	700	TT TOURISM TAX	$ 2,169,863
		TOTAL	**$2,169,863**

CODE	DEPT	EXPENDITURE DETAIL	CY 2016 BUDGET AMOUNT
6570	700	TT HISTORIC DOWNTOWN PROGRAMS	75,000.00
6950	700	TT VETERAN'S PROGRAMS	50,000.00
	700	TT MARKETING EXPENSES	$2,044,863
			$2,169,863.00

PROFIT CONTRIBUTION	**$0.00**

ITEM 23

IS STILL BEING WORKED ON AND WILL BE AVAILABLE SOON

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **RESOLUTION APPROVING AN ASSIGNMENT OF A COMMERCIAL GROUND LEASE FROM MORRELL HOSPITATLITY LLC TO BRANSON'S BEST, INC., OF A PORTION OF CITY PROPERTY MORE COMMONLY KNOWN AS THE OLD BRANSON AIRPORT PROPERTY.**

DATE: **DECEMBER 13, 2016**

INITIATED BY: **LESSEE OF PROPERTY – PREPARED BY LEGAL**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend adoption of this Resolution.

BRANSON COMMUNITY PLAN 2030:

ED 1.3.1- Collaborate with the business community, various business organizations, educational institutions, and economic development organizations to encourage and support a vibrant economy and to increase private investment.

STAFF REPORT:

This Resolution authorizes the transfer of a long term lease from Morell Hospitality LLC to Branson's Best, Inc. of property and ground improvements located on the City owned "old airport property." Beginning in 1982 the City has leased out to various entities parts of this approximately 120 acre property to encourage orderly development and complement the tourist industry of southwest Missouri. The section of this property involved in this lease includes approximately 3.95 acres and is the site of the "Lodge of the Ozarks" building.

STAFF RECOMMENDATION:

Staff recommends adopting the Resolution.

PROPOSED MOTION:

Move to adopt the Resolution.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ASSIGNMENT OF A COMMERCIAL GROUND LEASE FROM MORRELL HOSPITALITY LLC TO BRANSON'S BEST, INC., OF A PORTION OF CITY PROPERTY MORE COMMONLY KNOWN AS THE OLD BRANSON AIRPORT PROPERTY.

WHEREAS, the City of Branson approved and executed a ground lease on January 15, 1982 with the Lodge of the Ozarks, Inc. which ran through 2012; and

WHEREAS, the City of Branson approved an assignment of said ground lease from Lodge of the Ozarks to Philip M. Morrell on June 13, 2005; and

WHEREAS, an extension of the lease was negotiated through 2046 and approved on November 16, 2011 between the City of Branson and Morrell Hospitality LLC; and

WHEREAS, the City of Branson approved an assignment of a said ground lease to Morrell Hospitality, LLC on May 8, 2012; and

WHEREAS, as a result of negotiations between Morrell Hospitality, LLC and Branson's Best Inc., Morrell Hospitality, LLC has requested from the City a transfer of the current lease from themselves to Branson's Best Inc.; and

WHEREAS, the Board of Aldermen wish to approve the requested assignment.

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

Section 1: The Board of Aldermen for the City of Branson approves the assignment of a commercial ground lease from Morrell Hospitality, LLC to Branson's Best Inc., covering the property attached hereto as Exhibit A.

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

ADOPTED by the Board of Aldermen of the City of Branson, Missouri, on this ____ day of _____, 20____.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

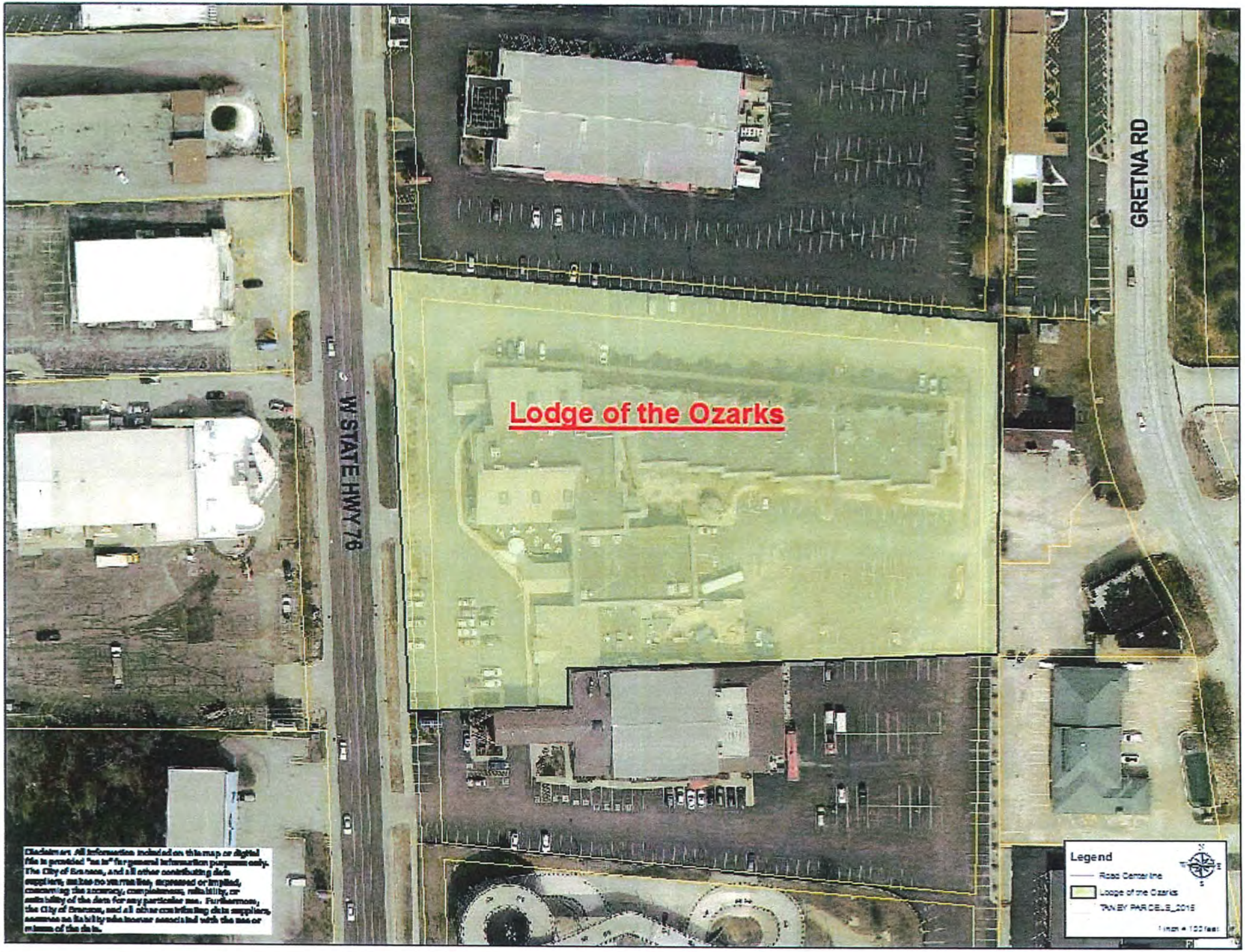
_____
William T. Duston
City Attorney

EXHIBIT 'A'

Legal Description

Section 2, Township 22 North, Range 22 West, Taney County, State of Missouri

A parcel of land situated in the $W^{\frac{1}{2}}$ of the $NE^{\frac{1}{4}}$ and the $E^{\frac{1}{2}}$ of the $NW^{\frac{1}{4}}$, all in Section 2 Township 22 North, Range 22 West, Taney County, Missouri, and being described as follows: Commencing at the southwest corner of the $NW^{\frac{1}{4}}$ of the $NE^{\frac{1}{4}}$ of said Section 2, thence N 89°26'31" West, 26.56 feet to a point on the East R/W line of Missouri State Highway #76 West, thence N 3°35'35" W along said East R/W line 21.68 feet to the point of beginning, thence N 86°35'48" E, 138.08 feet, thence N 3°24'12" W, 31.66 feet, thence N 86°35'48" E, 373.27 feet, thence N 0°34'01" W, 123.44 feet, thence N 0°50'33" W, 167.27 feet, thence N 86°25'27" W, 531.07 feet, thence S 3°35'35" E along the East R/W line of said MSH #76 West 386.21 feet to the point of beginning, containing 3.95 acres more or less, and being subject to all existing easements and restrictions of record.


Lodge of the Ozarks
W STATE HWY 76
GRETNA RD
Legend
Road Centerline
Lodge of the Ozarks
TANEY PARCELS_2015
1 inch = 100 feet
Disclaimer: All information included on this map or digital file is provided "as is" for general information purposes only. The City of Branson, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Branson, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

BILL NO. 5097

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE WATERFALL IN THE DEBT SERVICE FUND.**

FIRST READING: **DECEMBER 13, 2016** **FINAL READING:** **JANUARY 10, 2017**

INITIATED BY: **FINANCE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STRATEGIC GOAL/COMPREHENSIVE PLAN:

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

STAFF REPORT:
Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment

Due to the Waterfall requirements on the Branson Landing Bonds, an additional $400,129 in excess funds is being transferred to the 2011A bond. The overall effect on the budget due to this amendment will increase the expenditures by $400,129 and will also increase the revenues by $400,129. The total waterfall for the year including the previous budget amendment will be $1,540,466. There will be no monetary effect on the overall budget.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **Various Accounts**
ATTACHED INFORMATION:

BILL NO. 5097 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE WATERFALL IN THE DEBT SERVICE FUNDS.

WHEREAS, on November 24, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

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

WHEREAS, it is necessary to adjust monies for the Debt Service Funds in the 2016 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2016 budget of the Debt Service Funds.

	Increase
165-1095-510.9160 (Transfer out to 2011A-Branson Meadows)	$400,129
160-0000-499.4165 (Transfer in from Branson Landing)	($400,129)

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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2017.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

BILL NO. 5098

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR AN ADDITIONAL PAYMENT IN THE DEBT SERVICE FUND FOR THE MANDATORY REDEMPTION.**

FIRST READING: **DECEMBER 13, 2016** **FINAL READING:** **JANUARY 10, 2017**

INITIATED BY: **FINANCE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STRATEGIC GOAL/COMPREHENSIVE PLAN:

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

STAFF REPORT:
Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment

Due to the Waterfall requirements on the Branson Shoppes Bonds, $805,000 in excess funds is being used to pay an additional principle payment.

The overall effect on the budget due to this amendment will increase the expenditures by $805,000. The money for this waterfall was already accounted for through the Branson Shoppes Project account in our debt service fund. The total amount including the previous approved budget amendment for this year is $1,185,000.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **170-0710-510.8001**
ATTACHED INFORMATION:

BILL NO. 5098 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR AN ADDITIONAL PAYMENT IN THE DEBT SERVICE FUND FOR THE MANDATORY REDEMPTION.

WHEREAS, on November 24, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

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

WHEREAS, it is necessary to adjust monies for the Debt Service Fund in the 2016 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2016 budget of the Debt Service Fund.

	Increase
170-0710-510-80-01 (Waterfall step to pay additional principle)	$805,000
Unreserved Fund Balance	($805,000)

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

Read, this first time on this _____ day of _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2017.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

12-7-4
_____
William T. Duston
City Attorney

BILL NO. 5099

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AMENDING CHAPTER 50 SECTIONS 50-2, 50-102, AND 50-103 OF THE BRANSON MUNICPAL CODE PERTAINING TO FAIR HOUSING.**

FIRST READING: **DECEMBER 13, 2016** **FINAL READING:** **DECEMBER 20, 2016**

INITIATED BY: **FINANCE**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

Housing (H) 1.2.1 Encourage public and private, for-profit and non-profit sectors to take actions to develop and maintain an adequate supply of single-family, multi-family and manufactured housing.

STAFF REPORT:

This code amendment updates the municipal code chapter addressing Human Relations. This completes the requirements related to the 2011 Community Development Block Grant buyout of properties located in a designated flood plain along Lake Taneycomo.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **N/A**

ATTACHED INFORMATION:

BILL NO. 5099 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING CHAPTER 50 OF THE BRANSON MUNICIPAL CODE PERTAINING TO FAIR HOUSING.

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

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

Section 2: That Sections 50-2 – *Definitions,* 50-102 – *Unlawful housing practices,* and 50-103 – *Discrimination in commercial real estate loans* of the Branson Municipal Code is hereby amended to read as follows:

Sec. 50-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. For general definitions and rules of construction applicable throughout this Code, see section 1-2.

<u>Aggrieved person means any person who is attempting to provide housing for himself or his family in the city.</u>

Complainant means a person who has filed a complaint with the human rights commission alleging that another person has engaged in a prohibited discriminatory practice.

Covered multifamily dwelling means buildings consisting of four or more units if such buildings have one or more elevators; and ground floor units in other buildings consisting of four or more units.

Disability means a physical or mental impairment which substantially limits one or more of a person's major life activities, being regarded as having such an impairment, or a record of having such an impairment, which with or without reasonable accommodation does not interfere with performing the job, utilizing the place of public accommodation, or occupying the dwelling in question. For purposes of this chapter, the term "disability" does not include current illegal use of or addiction to a controlled substance as such term is defined by RSMo 195.010; however, a person may be considered to have a disability if that person:

(1) Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of, and is not currently addicted to, a controlled substance or has otherwise been rehabilitated successfully and is no longer engaging in such use and is not currently addicted;

(2) Is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or

(3) Is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.

Discrimination means any unfair treatment based on race, color, religion, national origin, ancestry, sex, age as it relates to employment, disability, or familial status as it relates to housing.

Familial status means one or more individuals who have not attained the age of 18 years being domiciled with:

(1) A parent or another person having legal custody of such individual; or

(2) The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

Housing for older persons.

(1) The term "housing for older persons" means housing:

a. Provided under any state or federal program that the human rights commission determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program;

b. Intended for, and solely occupied by, persons 62 years of age or older; or

c. Intended and operated for occupancy by at least one person 55 years of age or older per unit.

(2) Housing qualifies as housing for older persons under this chapter if:

a. The housing has significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities and services is not practicable, that such housing is necessary to provide important housing opportunities for older persons;

b. At least 80 percent of the units are occupied by at least one person 55 years of age or older per unit; and

c. The owner or manager of the housing has published and adhered to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons 55 years of age or older.

Places of public accommodation means all places or businesses offering or holding out to the general public, goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public or such public places providing food, shelter, recreation and amusement, including, but not limited to:

(1) Any inn, hotel, motel, or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than five

rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his residence;

(2) Any restaurant, cafeteria, lunchroom, lunch counter, soda fountain, or other facility principally engaged in selling food for consumption on the premises, including, but not limited to, any such facility located on the premises of any retail establishment;

(3) Any gasoline station, including all facilities located on the premises of such gasoline station and made available to the patrons thereof;

(4) Any motion picture house, theater, concert hall, sports arena, stadium, or other place of exhibition or entertainment;

(5) Any public facility owned, operated, or managed by or on behalf of this state or any agency or subdivision thereof, or any public corporation; and any such facility supported in whole or in part by public funds;

(6) Any establishment which is physically located within the premises of any establishment otherwise covered by this definition or within the premises of which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.

Rent includes to lease, to sublease, to let and otherwise to grant for consideration the right to occupy premises not owned by the occupant.

Respondent means a person who is alleged to have engaged in a prohibited discriminatory practice in a complaint filed with the human rights commission.

Unlawful discriminatory practice means any act that is unlawful under this chapter.

Sec. 50-102. – Unlawful housing practices.

(a) It shall be an unlawful housing practice:

(1) To refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, or to deny or otherwise make unavailable a dwelling to any person because of race, color, religion, national origin, ancestry, sex, disability or familial status **of any person**.

(2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, ancestry, sex, disability, or familial status.

(3) To make, print, or publish, or cause to be made, printed, or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling, that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, ancestry, sex, disability, or familial status, or an intention to make any such preference, limitation, or discrimination.

(4) To represent to any person because of race, color, religion, national origin, ancestry, sex, disability, or familial status that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

(5) **For profit,** ~~T~~ **t**o induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular race, color, religion, national origin, ancestry, sex, disability, or familial status.

(6) ~~To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of:~~

~~a. That buyer or renter;~~

~~b. A person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or~~

~~c. Any person associated with that buyer or renter.~~

Discriminate in the sale or rental of housing on the basis of a handicap of that buyer or renter; a person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or any person associated with that buyer or renter. The design and construction of new multi-family dwellings containing four or more units is required to meet certain adaptability and accessibility requirements in accordance with Section 804 of the 1988 Fair Housing Amendments Act.

(7) ~~To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:~~

~~a. That person;~~

~~b. A person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or~~

~~c. Any person associated with that person.~~

Discriminate in the sale or rental of housing on the basis of familial status or because a family has children, exempting certain types of buildings that house older persons (e.g. Section 202 housing) in accordance with Section 807 of the 1988 Fair Housing Amendments Act.

(b) For purposes of this division, discrimination includes:

(1) A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

(2) A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or

(3) In connection with the design and construction of covered multifamily dwellings for first occupancy after March 13, 1991, a failure to design and construct those dwellings in such a manner that:

a. The public use and common use portions of such dwellings are readily accessible to and usable by disabled persons;

b. All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and

c. All premises within such dwellings contain the following features of adaptive design:

1. An accessible route into and through the dwelling;

2. Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

3. Reinforcements in bathroom walls to allow later installation of grab bars; and

4. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

(c) Compliance with the appropriate requirements of the American National Standard for Buildings and Facilities providing accessibility and usability for physically disabled people, commonly cited as ANSI A117.1, suffices to satisfy the requirements of subsection (b)(3) of this section.

(Code 1996, § 290.060; Code 2005, § 50-101)

State Law reference— Unlawful housing practices, RSMo 213.040.

Sec. 50-103. - Discrimination in commercial real estate loans.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans to deny a loan **to a person applying therefore for the purpose of purchasing, constructing, repairing or maintaining a dwelling, or to discriminate against any person in the fixing of the amount or conditions of such loan,** ~~or other financial assistance~~ because of race, color, religion, national origin, ancestry, sex, disability or familial status **of such person or of any person therein associated in connection with such financing.** ~~to a person applying therefor for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate against him in fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of the race, color, religion, national origin, ancestry, sex, disability, or familial status of such person or of any person associated with him in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants, or occupants of the dwellings in relation to which such loan or other financial assistance is to be made or given.~~

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

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

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

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

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

BILL NO. 5100

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF AFFINITY CHEMICAL, LLC. FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WASTEWATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **DECEMBER 8, 2016** **FINAL READING:** **JANUARY 10, 2017**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

El-3: Water. The City will continually protect its water resources in order to maintain water quality of streams and aquifers.

STAFF REPORT:

Three bids were received on October 25, 2016, for the purchase of Aluminum Sulfate to be used in the City's wastewater treatment for the phosphorus removal process.

Staff recommends bid award and purchase of this chemical from Affinity Chemical, LLC. as low bidder meeting specifications.

This chemical was rebid as the company that received this bid chose not to renew their existing contract at expiration. Therefore the chemical was rebid. Total cost is not to exceed $61,000. Contained in this contract with Affinity is the option for two additional contract renewal periods with the stipulation to maintain or lower the unit cost.

Funds are budgeted in the 2017 wastewater operational budget to cover the cost of this purchase.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **620-4420-570.40-15**

ATTACHED INFORMATION:

BILL NO. 5100 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF AFFINITY CHEMICAL, LLC FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WASTEWATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for bid for aluminum sulfate chemical for the City of Branson Utilities Department; and

WHEREAS, of the bids which were received, Affinity Chemical, LLC has been recommended for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the bid of Affinity Chemical, LLC pertaining to purchase of aluminum sulfate chemical for the City of Branson Utilities Department in the total amount not to exceed $61,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

Read, this first time on this _____day of _____, 2016.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20___, by and between the City of Branson, Missouri (the "City") and **Affinity Chemical, 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, 2017, with the option to renew for up to two (2) additional successive one-year terms at the same unit price(s) or a lower unit price as offered at the time of renewal by Service Provider. Each additional year will require a contract and Board approval. The Service Provider may decline renewal of the contract by providing the City written notice at least one hundred twenty (120) days prior to the end of the contract term, or extensions thereto. The contract shall not bind, nor purport to bind, the City to renew beyond the original term unless written approval is provided by the City.**

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 **Sixty One Thousand Dollars ($61,000.00), all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

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

(30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

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

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

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

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

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

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

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

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

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

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

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

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

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven Dollars ($2,734,567.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven Dollars ($2,734,567.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

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

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

E. Written evidence of the required insurance coverage must be submitted before or

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

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

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

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

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

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

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

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

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

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

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

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

23. **Contact Information:**

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

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

SERVICE PROVIDER:

By: Matthew Reichl
(Signature)

Name: Matthew Reichl
(Printed Name)

Title: Marketing Analyst

Company Name: Affinity Chemical, LLC

Address: P.O. Box 601298
Dallas, TX 75360

Phone: (973) 908-8035

E-Mail: mreichl@affinitychemical.com

Tax ID: 27-4986522

CITY OF BRANSON, MISSOURI

Karen Best
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

11-16-14

William T. Duston
City Attorney

Exhibit A

Affinity Chemical, LLC
PO Box 601298
Dallas, TX 75360

SCOPE OF WORK

1. Purpose: Affinity Chemical agrees to provide water/wastewater treatment chemicals for the period of January 1, 2017 through December 31, 2017 prices must remain firm through the contract period.

2. General Requirements:
   2.1 All gases and chemicals must be of acceptable quality.

   2.2 Samples will be taken from each individual load of liquid aluminum sulfate upon delivery. Any sample taken which indicates solids separation of the product will result in **immediate rejection** of the load. Affinity Chemical at no expense to the City shall remove any solids buildup in the City's bulk storage tanks as a result of the product supplied, other than items requiring routine maintenance.

   2.3 All pricing must include shipping costs* and the waiving of all cylinder, drum, and carboy deposits.

   2.4 All chemicals must be priced by the pound (as applicable on a dry weight basis), or gallon according to the basis shown on the pricing page including all shipping costs* for product delivered to various plants located in Branson, MO. (* Shipping costs shall include all cost related to the delivery and unloading of product to the proper place in the various locations, additions i.e. fuel surcharges, handling fees etc. will not be accepted.)

   2.5 Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the insurance requirements outlined in section 16 of the Terms and Conditions.

   2.6 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.

   2.7 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type	Estimated Usage
Aluminum Sulfate 17% (Liquid) Bulk Manufactured from virgin materials (Pricing must be on dry weight basis)	624,000 lbs.

PRICING PAGE

Affinity Chemical provided pricing information as specified below to provide chemicals as specified in accordance with the terms and conditions of the contract.

	Type	Estimated Usage	Unit Price
001.	Aluminum Sulfate 17% (Liquid) Bulk **(Pricing must be on dry weight basis)**	624,000 lbs.	$ 0.0975 / lb. **(Dry Wt. Basis)**

BILL NO. 5101

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRANSON AND TANEY COUNTY RELATING TO THE 2016 DOJ BYRNE(JAG) GRANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT**

FIRST READING: **NOVEMBER 22, 2016** **FINAL READING:** **DECEMBER 10, 2016**

INITIATED BY: **POLICE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

STAFF REPORT:

This agreement presented by the Taney County Commission is a result of a federal funding opportunity through the Department of Justice, the 2016 BYRNE (JAG) GRANT. Taney County has applied for this grant on behalf of both the Branson Police Department and Taney County Sheriff's Office. This is due to both agencies being listed by the Department of Justice as a disparate jurisdiction. Should Taney County be awarded this grant, they will provide $11,086 from the Department of Justice 2016 BYRNE (JAG) GRANT to purchase hardware to record surveillance video in their patrol cars. The Branson Police Department will not receive any funds, software or hardware from this grant. The Sheriff's Office agrees to provide the remaining amount in local funds necessary to complete this purchase. Taney County has provided an Inter-Governmental Agreement to verify their intended actions and comply with one of the requirements of the grant.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **N/A**
ATTACHED INFORMATION:

BILL NO. 5101 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRANSON AND TANEY COUNTY FOR THE 2016 BYRNE (JAG) GRANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, Taney County has received grant funds for law enforcement hardware and the City of Branson is listed in the grant as a disparate jurisdiction; and

WHEREAS, this is part of a grant, "The 2016 BYRNE (JAG) GRANT", to purchase hardware to record surveillance video in patrol cars; and

WHEREAS, the Board of Aldermen desires to approve the Intergovernmental Agreement with Taney County.

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 Intergovernmental Agreement between the City of Branson and Taney County for the 2016 BYRNE (JAG) GRANT 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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "1"

INTERGOVERNMENTAL AGREEMENT
RELATING TO THE 2016 BYRNE (JAG) GRANT

COMES NOW the TANEY COUNTY COMMISSION on behalf of TANEY COUNTY, MISSOURI, hereinafter referred to as the "County" or the "Commission", and the CITY OF BRANSON, a city of the Fourth Class, State of Missouri, hereinafter referred to as "Branson" or "City", and enter into the following intergovernmental agreement regarding the 2016 JAG Grant:

The parties named above find that it is of mutual benefit to the parties and hereby bind themselves to the following obligation and accept the following benefits as consideration for said obligations and in furtherance thereof the parties hereby agree as follows:

Taney County, as grant applicant, has applied to the Department of Justice under the 2016 BYRNE (JAG) Grant program for the amount of $11,086. The Sheriff's Office will be the sole end recipient of the 2016 JAG funds. The Sheriff's Office will purchase hardware to record surveillance video in their patrol cars with this money. The Branson Police Department will not receive any funds, software, or hardware from this grant. Sheriff's Office agrees to provide the remaining amount in local funds necessary to complete this purchase.

No provision in this agreement shall be interpreted to contradict any requirement or condition of the grant.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 3rd day of October, 2016.

City of Branson

_____
Karen Best
Mayor

County of Taney, Missouri

Mike Scofield
Mike Scofield
Presiding Commissioner

ATTEST: **I**, Lisa Westfall, the Clerk of the City of Branson, Missouri hereby attest that the above agreement was executed by the Mayor of the City of Branson, pursuant to a duly passed motion of the City of Branson Board of Alderman approving the agreement.

_____ Date: _____
Lisa Westfall
City Clerk

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.

Donna Neeley Date: 10/3/16
Donna Neeley
Taney County Clerk

Certification of Accounting Officer pursuant to Section 50.660 RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Intergovernmental Agreement is to be charged, if any, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which any payment is to be made, each sufficient to meet the obligation incurred.

By: _____ Date: 10-2-16
Rick Findley
Taney County Auditor

Approved as to the form: _____
William Duston, Branson City Attorney

BILL NO. 5102

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING THE RENEWAL OF A CONTRACT WITH MERCY OCCUPATIONAL HEALTH FOR ANNUAL FIREFIGHTER PHYSICALS AND IMMUNIZATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **DECEMBER 13, 2016** **FINAL READING:** **JANUARY 10, 2017**

INITIATED BY: **FIRE DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STRATEGIC GOAL/COMPREHENSIVE PLAN:

W1: The safety of employees will be the highest priority

STAFF REPORT:

OVERVIEW:

This ordinance renews the contract for services with Mercy Occupational Health to provide annual physicals and immunizations for the fire department personnel. These physicals meet the minimum standards outlined in the National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2009 Edition, including all applicable federal and state statutes. The physical baseline examinations includes: Blood Testing, Audiograms, Spirometry, Electrocardiograms, Tuberculosis and Urinalysis Screenings. Options based on age/need include Chest X-Rays, PSA Screening, and various Immunizations including Flu, Tetanus and Hepatitis B.

The original contract for services was completed in 2014 with the option to renew for 3 additional years. Contract renewal is recommended to Mercy Occupational Health as the original low bidder meeting bid specifications. The total amount budgeted for firefighter physicals and immunizations is $17,000. The amount of this purchase is within projected budget appropriations.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **101-3011-520-20-99**

ATTACHED INFORMATION:

BILL NO. 5102 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE RENEWAL OF A CONTRACT WITH MERCY OCCUPATIONAL HEALTH FOR ANNUAL FIREFIGHTER PHYSICALS AND IMMUNIZATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson entered into a contract with Mercy Occupational Health for annual firefighter physicals and immunizations for a period of one year with the option to renew for three additional years; and

WHEREAS, the Board of Aldermen desires to renew the contract with Mercy Occupational Health for the second renewal period from January 1, 2017 through December 31, 2017.

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 a contract with Mercy Occupational Health for annual firefighter physicals and immunizations in the amount of $17,000 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 _____, 2016.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2017.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "A"

Master Contract Number: C2014-0118
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 **Mercy Clinic** ("Service Provider") for renewal period **Three** from the **execution date of this contract** to **December 31, 2017.**

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

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

2. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Fifteen Thousand Dollars ($15,000.00), all of which is dependent upon budget appropriations.**

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

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

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

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

SERVICE PROVIDER:

By: _____
(Signature)

Name: _____
(Printed Name)

Title: V.P. 11-21-14

Company Name: Mercy Corporate Health

Address: 3265 S. National, Ste 115
Springfield, Mo. 65807

Phone: 417. 820-3400

CITY OF BRANSON, MISSOURI

_____
Karen Best, Mayor

ATTEST:

_____
Lisa K Westfall, City Clerk

APPROVED AS TO FORM:

_____ 12-10-14
William T. Duston, City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this 27th day of January, 2014, by and between the City of Branson, Missouri (the "City") and **Mercy Clinic** ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term**. The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The initial term of the contract will be from the execution date of this contract to December 31, 2014, with an option to renew for three (3) additional one year periods. Each additional year will require a contract and Board of Aldermen approval.**

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

7. **Payment**.

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

B. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Fifteen Thousand Five Hundred Dollars ($15,500.00), 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.

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: David Carr, V.P.
(Signature)

Name: David Carr
(Printed Name)

Company Name: Mercy

Address: 3265 S. National
Springfield, MO 65807

Phone: 417-820-5362

Fax: 417-820-3401

Tax ID: 43-1856028

CITY OF BRANSON, MISSOURI

Raeanne Presley
Raeanne Presley
Mayor

ATTEST:
Lisa K. Westfall
City Clerk

CITY OF BRANSON INCORPORATED SEAL MISSOURI

APPROVED AS TO FORM:
1-22-11
William T. Duston
City Attorney

Exhibit A

Mercy Health System
1235 E. Cherokee
Springfield, MO 65804

SCOPE OF WORK

1. Purpose: Mercy Health System agrees to provide annual physicals and immunizations for the City of Branson Fire Department, in accordance with the requirements of NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2009 Edition, all applicable federal and state statutes and the following specifications. Prices must remain firm for the period beginning from January 1, 2014 through December 31, 2014.

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

   A. Mercy Health System must have the capability to invoice for services in Provider's own name. The City shall not accept invoicing by a third party.

   B. Scope
   The City of Branson Fire Department will require Mercy Health System to provide these services, for approximately 40 fire department personnel for the calendar year 2014. The City will require the provider to conduct:
   a. Firefighter annual physical examinations that meet NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2009 Edition.
   b. Administration and tracking of adult immunizations for eligible employees, consisting of tetanus and Hepatitis B shots.

   Mercy Health System must meet the following minimum qualifications:

   1. Physician(s) must be board certified / eligible and follow protocols established by the health care facility. Provide a detailed biography of provider(s).

   2. Mercy Health System must offer a comprehensive, cost effective, occupational medicine program that produces medical outcomes which result in improved employee health and improved health care cost.

   3. Mercy Health System must be capable of providing detailed, itemized billing for all services provided.

   4. Mercy Health System described the type of information provided in standard reports and custom report capability.

   Mercy Health System must include the following medical procedures;

   a. Medical History – a medical history questionnaire shall be completed by each

member to provide baseline information in which to compare future medical concerns. An annual medical questionnaire shall be completed by each member to document changes in health status or to identify known exposures.

b. Physical Examination – the annual physical examination shall include each of the following components:

1. Vital Signs
2. HEENT
3. Neck
4. Cardiovascular
5. Pulmonary
6. Breast
7. Gastrointestinal
8. Hernia
9. Lymph nodes
10. Neurological
11. Musculoskeletal
12. Skin & Vision

c. Blood Testing – shall be perfomed annually and include the following;

1. CBC w/differential
2. Liver function test
3. Total Cholesterol
4. Glucose
5. Renal Function
6. PSA after age 40 for a positive family history

d. Audiograms – hearing thresholds shall be assessed annually in each ear for the following frequencies;

1. 500 Hz
2. 1000 Hz
3. 2000 Hz
4. 3000 Hz
5. 4000 Hz
6. 6000 Hz
7. 8000 HZ

The results should be compared to baseline or prior year testing. Standard threshold shifts shall be corrected for age.

e. Spirometry – pulmonary function testing shall be conducted annually. The results should be compared to baseline or prior year testing. The results shall be corrected according to American Thoracic Society guidelines.

f. Chest Radiographs – Chest x-rays shall include an initial baseline and shall be repeated every five years or as medically directed.

g. Electrocardiograms (EKG) – a resting EKG shall be performed as part of the baseline and all annual medical evaluations.

h. Provide immunizations as needed –

1. Tetanus
2. Hepatitis B
3. Flu

i. Immunizations and infectious disease screenings –

1. PPD tuberculosis
2. Tetanus

3. Hepatitis B

j. Urinalysis – for screening for blood that may indicate such medical issues including renal/bladder cancer.

Pricing

Physical Examination –	$60
Blood Testing –	
CBC w/differential	$10
Liver function test	$20
Total Cholesterol	$5
Glucose	$4.50
Renal Function	$10
PSA after age 40 for a positive family history	$15
Venipuncture	$8.84
Audiograms –	$15
Spirometry –	$31
Chest Radiographs –	$55
Electrocardiograms (EKG) –	$60
Provide immunizations as needed –	$22
Urinalysis –	$9
PPD tuberculosis	$5
Tetanus	$41
Hepatitis B	$52
Hepatitis Surf Antibody	$40

BILL NO. 5096

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING A MEMORANDUM OF UNDERSTANDING WITH AMERICAN GONDOLA, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **DECEMBER 13, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **ENGINEERING DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

BRANSON COMMUNITY PLAN 2030:

Transportation (TR) 4.3.2: Create a transportation system that connects park-n-ride lots, centers, Branson destinations and residential neighborhoods throughout the City. Provide transportation stops to make it easy for transit riders to easily access local services, work and home.

STAFF REPORT:

This bill was postponed on its First Reading during the December 8, 2016 Special Meeting. Due to substantial changes made to the Memorandum of Understanding a substitute bill was drafted. See Substitute Bill No. 5103.

STAFF RECOMMENDATION:

Replacement of this bill with Substitute Bill No. 5103.

PROPOSED MOTION:

Move that Substitute Bill No. 5103 be considered as a substitute bill and replacement for Bill No. 5096 and that Bill No. 5096 be removed from the agenda.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

BILL NO. 5096 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH AMERICAN GONDOLA, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the frequent traffic congestion Branson has historically confronted can be alleviated by use of an aerial transportation system that will also function as an entertainment attraction; and

WHEREAS, American Gondola, Inc. proposes to construct a privately-financed aerial gondola system that is separate and distinct from the ongoing Highway 76 Revitalization project; and

WHEREAS, both Branson and American Gondola, Inc. desire to confirm a mutual understanding regarding the implementation of a gondola system within the city.

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute a Memorandum of Understanding with American Gondola, Inc. 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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

Leland L. Gannaway
Leland L. Gannaway
Attorney for the City of Branson

Memorandum of Understanding And Exclusivity Agreement between City of Branson, Missouri and American Gondola, Inc.

The City of Branson, Missouri ("Branson") and American Gondola, Inc. (AGI) hereby enter into this Memorandum Of Understanding (MOU) as an expression of the intention of the parties and to provide an appropriate and reasonable timeline for AGI to design, obtain financing, and develop and execute contracts all regarding the establishment of a mass transit system for the City of Branson, principally involving a gondola transportation system within the City of Branson, to include, but not be limited to, transportation to Silver Dollar City, hereinafter "The Project". The parties understand this MOU, except where otherwise stated, is a defined expression of the interest of the parties and is intended to set forth the principal terms and conditions relating to a possible long term transaction.

The principal assumptions underlying this MOU are as follows:

(1) AGI has invested and will continue to invest resources in planning and proposing The Project benefiting the City of Branson, but at no monetary cost to the City of Branson. AGI has identified potential investors for The Project and is prepared to begin final design, planning and preparation to construct The Project and intends to invest a substantial sum of money in accomplishing the above and requires a commitment of support for The Project from the City of Branson during the time it takes to complete the necessary work prior to having final approval through normal City project review processes of planning and zoning, final contracts with contractors, funding, and implementation of The Project..

(2) City of Branson agrees it will not discuss, entertain or otherwise develop, plan or consult with any other competitor to AGI for the purposes of establishing a mass commuting/mass transportation project involving aerial gondola technology as proposed by AGI, provided the expected timeline hereinafter set out is adhered to or to a maximum of five (5) years. During that period, the City will only allow AGI to have the rights and privileges as defined in this MOU related to The Project.

(3) The Project will be wholly owned and operated by AGI and has no ownership or financial relationship with the City of Branson. The Project is a private investment and will receive no benefits from the proposed 76 Entertainment Community Improvement District (Hwy 76 CID) or the City of Branson. The two projects are independent of each other and all considerations in the Hwy 76 Corridor Project and associated Hwy 76 CID are independent from those of The Project. Furthermore, there are no commitments, implied or otherwise, for the financing, construction or operation of The Project from the Hwy 76 CID or the City of Branson. Any accommodation for gondola pylons, terminals, support systems, easements or other real estate use throughout the corridor will be separate and distinct negotiations from the Hwy 76 CID. However, AGI will insure the Gondola Terminal

locations are synergistic and coordinated with plans, parking facilities and other amenities that are part of the Hwy 76 Corridor Project.

(4) As further consideration, the Parties agree as follows:

a. AGI and the City of Branson will work together to assure The Project meets the criteria for the City of Branson and is integrated with future plans the City of Branson has ongoing, for economic development and traffic improvement.

b. City of Branson has a need and desire for a mass commuting/mass transportation project along Hwy 76 to relieve much of the traffic congestion establishing a friendlier and safer tourism atmosphere.

c. City of Branson has limited or no funds with which to develop and implement a mass commuting/mass transportation system.

d. City of Branson owns property, easements and rights-of-way along the Hwy 76 corridor, including portions of Hwy 76 itself, which among other things may accommodate some of the needs of The Project. The City of Branson will allow AGI to utilize those City controlled lands and easements at no cost to AGI as long as those lands, easements, and rights-of-way do not impair City project. City of Branson further acknowledges that AGI will require additional easements for The Project and agrees to cooperate and assist AGI in obtaining these easements on a case by case basis, and in circumstances where a property owner is unreasonable and uncooperative in negotiating an easement and said easement is vital to the successful implementation of the Project there being no other reasonable alternative, and subject to approval by the City Council, by use of its statutory powers of eminent domain. Responsibility for the cost, expenses and fees of any easement obtained by the City for the exclusive purpose of The Project will be borne by AGI and at no cost to the City.

e. It is the intent of the Parties that AGI will enter into sufficient contracts with project professionals to plan, develop, construct, own, manage, operate and maintain an Aerial Gondola Transportation System, at no cost to the City of Branson other than those requested or required by the City of Branson to fulfill their needs in subparagraph "c" above, all in accordance with the timeline set out in " j " below.

f. AGI is authorized to begin further due diligence, planning, engineering, surveying and other activities as required following the date this MOU is signed by all parties.

g. The parties will cooperate with each other on making any and all public announcements regarding The Project, time frames anticipated for construction and completion of The Project.

h. AGI has no obligation to continue The Project based on this document and if funding and/or other Project requisites are not obtained.

j. Contemporaneous with the execution of this MOU and acquisition of Project funding, the parties will agree upon and complete the times or dates required for the completion of each stage of the planning and execution of the development process. The "preliminary" dates below shall serve as the expected period of exclusivity but subject to a maximum period of five (5) years.

	Date
(1) Planning	Essentially Complete

(2) Design	Partially Complete
(3) Financing Sources determined	March 2017
(4) Financing committed	July 2017
(5) Contract executed between the parties	November 2017
(6) Easements obtained within the City limits	January 2018
(7) Commencement of construction	March 2018
(8) Project Completed and Operational	April 2020

This Agreement is intended to constitute, an unequivocal expression of the parties. No withdrawal from or termination of negotiations regarding the possible transaction by either party for whatever reason or for no reason shall be determined to be in bad faith, and any such withdrawal or termination shall not give either party a cause of action against the other party.

ACCEPTED AND AGREED:

AMERICAN GONDOLA, INC.

By: Kenneth W. Thornton — Dec 2, 2016
Name: Ken Thornton, — Dated
Title: Vice President, Marketing/Secretary

By: Jeffrey E. Green — 12-2-2016
Name: Jeffrey E. Green — Dated
Title: President/General Counsel

CITY OF BRANSON

Karen Best, Mayor — Date

ATTEST:

Lisa K. Westfall
City Clerk

APPROVED AS TO FORM:

Leland L. Gannaway
Attorney for City of Branson

Exhibit A

Memorandum of Understanding And Exclusivity Agreement between City of Branson, Missouri and American Gondola, Inc.

The City of Branson, Missouri ("Branson") and American Gondola, Inc. (AGI) hereby enter into this Memorandum Of Understanding (MOU) as an expression of the intention of the parties and to provide an appropriate and reasonable timeline for AGI to design, obtain financing, and develop and execute contracts all regarding the establishment of a mass transit system for the City of Branson, principally involving a gondola transportation system within the City of Branson, ~~to include, but not be limited to, transportation to Silver Dollar City,~~ hereinafter "The Project". The parties understand this MOU, except where otherwise stated, is a defined expression of the interest of the parties and is intended to set forth the principal terms and conditions relating to a possible long term transaction.

The principal assumptions underlying this MOU are as follows:

(1) AGI has invested and will continue to invest resources in planning and proposing The Project benefiting the City of Branson, but at no monetary cost to the City of Branson. AGI has identified potential investors for The Project and is prepared to begin final design, planning and preparation to construct The Project and intends to invest a substantial sum of money in accomplishing the above and requires a commitment of support for The Project from the City of Branson during the time it takes to complete the necessary work prior to having final approval through normal City project review processes of planning and zoning, final contracts with contractors, funding, and implementation of The Project..

(2) City of Branson agrees it will not discuss, entertain or otherwise develop, plan or consult with any other competitor to AGI for the purposes of establishing a mass commuting/mass transportation project involving aerial gondola technology as proposed by AGI, provided the expected timeline hereinafter set out is adhered to or to a maximum of five (5) years. During that period, the City will only allow AGI to have the rights and privileges as defined in this MOU related to The Project.

(3) The Project will be wholly owned and operated by AGI and has no ownership or financial relationship with the City of Branson. The Project is a private investment and will receive no benefits from the proposed 76 Entertainment Community Improvement District (Hwy 76 CID) or the City of Branson. The two projects are independent of each other and all considerations in the Hwy 76 Corridor Project and associated Hwy 76 CID are independent from those of The Project. Furthermore, there are no commitments, implied or otherwise, for the financing, construction or operation of The Project from the Hwy 76 CID or the City of Branson. Any accommodation for gondola pylons, terminals, support systems, easements or other real estate use throughout the corridor will be separate and distinct negotiations from the Hwy 76 CID. However, AGI will insure the Gondola Terminal

locations are synergistic and coordinated with plans, parking facilities and other amenities that are part of the Hwy 76 Corridor Project~~.~~ and Downtown Streetscape.

(4) As further consideration, the Parties agree as follows:

a. AGI and the City of Branson will work together to assure The Project meets the criteria for the City of Branson and is integrated with future plans the City of Branson has ongoing, for economic development and traffic improvement.

b. City of Branson has a need and desire for a mass commuting/mass transportation project along Hwy 76 to relieve much of the traffic congestion establishing a friendlier and safer tourism atmosphere.

c. City of Branson has limited or no funds with which to develop and implement a mass commuting/mass transportation system.

d. City of Branson owns property, easements and rights-of-way along the Hwy 76 corridor, including portions of Hwy 76 itself, which among other things may accommodate some of the needs of The Project. The City of Branson will allow AGI to utilize those City controlled lands and easements at no cost to AGI as long as those lands, easements, and rights-of-way do not impair City project. City of Branson further acknowledges that AGI will require additional easements for The Project and agrees to cooperate and assist AGI in obtaining these easements on a case by case basis, and in circumstances where a property owner is unreasonable and uncooperative in negotiating an easement and said easement is vital to the successful implementation of the Project there being no other reasonable alternative, and subject to approval by the City Council, by use of ~~its statutory~~the powers of eminent domain, provided such power can be legally used, which the City neither represents nor guarantees its ability or willingness to exercise. Responsibility for the cost, expenses and fees of any easement obtained by the City for the exclusive purpose of The Project will be borne by AGI and at no cost to the City.

e. It is the intent of the Parties that AGI will enter into sufficient contracts with project professionals to plan, develop, construct, own, manage, operate and maintain an Aerial Gondola Transportation System, at no cost to the City of Branson~~ other than those requested or required by the City of Branson to fulfill their needs in subparagraph "e" above~~, all in accordance with the timeline set out in " j " below.

f. AGI is authorized to begin further due diligence, planning, engineering, surveying and other activities as required following the date this MOU is signed by all parties.

g. The parties will cooperate with each other on making any and all public announcements regarding The Project, time frames anticipated for construction and completion of The Project.

h. AGI has no obligation to continue The Project based on this document and if funding and/or other Project requisites are not obtained.

j. Contemporaneous with the execution of this MOU and acquisition of Project funding, the parties will agree upon and complete the times or dates required for the completion of each stage of the planning and execution of the development process. The "preliminary" dates below shall serve as the expected period of exclusivity but subject to a maximum period of five (5) years.

Date

(1) Planning	Essentially Complete
(2) Design	Partially Complete
(3) Financing Sources determined	March 2017
(4) Financing committed	July 2017
(5) Contract executed between the parties	November 2017
(6) Easements obtained within the City limits	January 2018
(7) Commencement of construction	March 2018
(8) Project Completed and Operational	April 2020

This Agreement is intended to constitute, an unequivocal expression of the parties. No withdrawal from or termination of negotiations regarding the possible transaction by either party for whatever reason or for no reason shall be determined to be in bad faith, and any such withdrawal or termination shall not give either party a cause of action against the other party.

ACCEPTED AND AGREED:

AMERICAN GONDOLA, INC.

By:_____ _____
Name: Ken Thornton, Dated
Title: Vice President, Marketing/Secretary

By:_____ _____
Name: Jeffrey E. Green Dated
Title: President/General Counsel

CITY OF BRANSON

_____ _____
Karen Best, Mayor Date

ATTEST: APPROVED AS TO FORM:

_____ _____

Lisa K. Westfall
City Clerk

Leland L. Gannaway
Attorney for City of Branson

SUBSTITUTE BILL NO. 5103

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A SUBSTITUTE BILL APPROVING A MEMORANDUM OF UNDERSTANDING WITH AMERICAN GONDOLA, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT.**

FIRST READING: **DECEMBER 13, 2016** **FINAL READING:** **DECEMBER 13, 2016**

INITIATED BY: **ENGINEERING DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the substitute bill.

BRANSON COMMUNITY PLAN 2030:

Transportation (TR) 4.3.2: Create a transportation system that connects park-n-ride lots, centers, Branson destinations and residential neighborhoods throughout the City. Provide transportation stops to make it easy for transit riders to easily access local services, work and home.

STAFF REPORT:

After many years of effort to establish a solution to Branson's traffic congestion problem, a viable method is now available. American Gondola, Inc. has proposed an elevated transit system that will function primarily as a transportation system to help alleviate traffic congestion that has plagued the city for decades and have a secondary purpose to serve as an entertainment attraction for the city.

American Gondola retained Jerry Henry, at H2R Market Research, to complete a concept study for the proposed Branson Gondola. That study indicated that the gondola could possibly serve as a motivator for visiting Branson. He found that 80% of travelers like the idea. Nearly two-thirds of visitors would use the gondola for both entertainment and transportation. The survey found that the most appealing feature was the avoidance of driving in Branson traffic.

The privately financed gondola system could move 6,000 people per hour between Branson Landing and Silver Dollar City. Stations will be approximately ½ mile apart and follow a route near the Highway 76 corridor. The 8 to 12 person gondola cars will be enclosed and climate controlled. The cars travel through each station allowing ample time for visitors with disabilities to enter the cars. The entire system would be ADA compliant.

The gondola system would operate 50 weeks per year with a 2-week period in mid-winter to complete needed annual maintenance. The tentative schedule will be to operate the system from 6:00am to 1:00am. The time when the system closes each day would be used to clean the cars. It is anticipated that there would be daily, multi-daily and annual passes available. The system would require approximately 57 support poles to complete the system completely across the entire city. For perspective on this quantity of poles, the gondola system and the Highway 76 Revitalization projects together will eliminate 365 power/utility poles.

This project is completely independent from the Spirit of 76 revitalization project. Although the construction and design of the two separate projects will be coordinated, the gondola will require its own easements and property owner negotiations. The easements acquired for the Highway 76 revitalization have no applicability to any gondola infrastructure.

The project investors have requested a Memorandum of Understanding (MOU) with the city to provide the needed assurances that they have the city's support to proceed with the financing and design. The MOU stipulates that Branson will work with American Gondola towards the implementation of the system and will not make any similar commitments to any potential competitors during the period of the MOU. Section 3 of the MOU makes it clear that the MOU is separate and distinct from the Highway 76 revitalization project. The MOU also clarifies that the city will assist with easement acquisition.

December 8, 2016 - Per recommendations of the Board of Aldermen at the December 8th special council meeting, changes have been made by Leland L. Gannaway, attorney for the City of Branson, to the Memorandum of Understanding and are attached in the redlined version.

STAFF RECOMMENDATION:

Staff recommends approval of the substitute bill.

PROPOSED MOTION:

Move to approve the substitute bill.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION: Redlined Version

SUBSTITUTE BILL NO. 5103 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH AMERICAN GONDOLA, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT.

WHEREAS, the frequent traffic congestion Branson has historically confronted can be alleviated by use of an aerial transportation system that will also function as an entertainment attraction; and

WHEREAS, American Gondola, Inc. proposes to construct a privately-financed aerial gondola system that is separate and distinct from the ongoing Highway 76 Revitalization project; and

WHEREAS, both Branson and American Gondola, Inc. desire to confirm a mutual understanding regarding the implementation of a gondola system within the city.

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute a Memorandum of Understanding with American Gondola, Inc. 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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

_____
Karen Best
Mayor

ATTEST:

_____
Lisa K. Westfall
City Clerk

APPROVED AS TO FORM:

Leland L. Gannaway
Leland L. Gannaway
Attorney for the City of Branson

Memorandum of Understanding And Exclusivity Agreement between City of Branson, Missouri and American Gondola, Inc.

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(2) City of Branson agrees it will not discuss, entertain or otherwise develop, plan or consult with any other competitor to AGI for the purposes of establishing a mass commuting/mass transportation project involving aerial gondola technology as proposed by AGI, provided the expected timeline hereinafter set out is adhered to or to a maximum of five (5) years. During that period, the City will only allow AGI to have the rights and privileges as defined in this MOU related to The Project.

(3) The Project will be wholly owned and operated by AGI and has no ownership or financial relationship with the City of Branson. The Project is a private investment and will receive no benefits from the proposed 76 Entertainment Community Improvement District (Hwy 76 CID) or the City of Branson. The two projects are independent of each other and all considerations in the Hwy 76 Corridor Project and associated Hwy 76 CID are independent from those of The Project. Furthermore, there are no commitments, implied or otherwise, for the financing, construction or operation of The Project from the Hwy 76 CID or the City of Branson. Any accommodation for gondola pylons, terminals, support systems, easements or other real estate use throughout the corridor will be separate and distinct negotiations from the Hwy 76 CID. However, AGI will insure the Gondola Terminal locations are synergistic and coordinated with plans, parking facilities and other amenities that are part of the Hwy 76 Corridor Project and Downtown Streetscape.

(4) As further consideration, the Parties agree as follows:

a. AGI and the City of Branson will work together to assure The Project meets the criteria for the City of Branson and is integrated with future plans the City of Branson has ongoing, for economic development and traffic improvement.

b. City of Branson has a need and desire for a mass commuting/mass transportation project along Hwy 76 to relieve much of the traffic congestion establishing a friendlier and safer tourism atmosphere.

c. City of Branson has limited or no funds with which to develop and implement a mass commuting/mass transportation system.

d. City of Branson owns property, easements and rights-of-way along the Hwy 76 corridor, including portions of Hwy 76 itself, which among other things may accommodate some of the needs of The Project. The City of Branson will allow AGI to utilize those City controlled lands and easements at no cost to AGI as long as those lands, easements, and rights-of-way do not impair City project. City of Branson further acknowledges that AGI will require additional easements for The Project and agrees to cooperate and assist AGI in obtaining these easements on a case by case basis, and in circumstances where a property owner is unreasonable and uncooperative in negotiating an easement and said easement is vital to the successful implementation of the Project there being no other reasonable alternative, and subject to approval by the City Council, by use of the powers of eminent domain, provided such power can be legally used, which the City neither represents nor guarantees its ability or willingness to exercise. Responsibility for the cost, expenses and fees of any easement obtained by the City for the exclusive purpose of The Project will be borne by AGI and at no cost to the City.

e. It is the intent of the Parties that AGI will enter into sufficient contracts with project professionals to plan, develop, construct, own, manage, operate and maintain an Aerial Gondola Transportation System, at no cost to the City of Branson, all in accordance with the timeline set out in " j " below.

f. AGI is authorized to begin further due diligence, planning, engineering, surveying and other activities as required following the date this MOU is signed by all parties.

g. The parties will cooperate with each other on making any and all public announcements regarding The Project, time frames anticipated for construction and completion of The Project.

h. AGI has no obligation to continue The Project based on this document and if funding and/or other Project requisites are not obtained.

j. Contemporaneous with the execution of this MOU and acquisition of Project funding, the parties will agree upon and complete the times or dates required for the completion of each stage of the planning and execution of the development process. The "preliminary" dates below shall serve as the expected period of exclusivity but subject to a maximum period of five (5) years.

	Date
(1) Planning	Essentially Complete
(2) Design	Partially Complete

(3) Financing Sources determined	March 2017
(4) Financing committed	July 2017
(5) Contract executed between the parties	November 2017
(6) Easements obtained within the City limits	January 2018
(7) Commencement of construction	March 2018
(8) Project Completed and Operational	April 2020

This Agreement is intended to constitute, an unequivocal expression of the parties. No withdrawal from or termination of negotiations regarding the possible transaction by either party for whatever reason or for no reason shall be determined to be in bad faith, and any such withdrawal or termination shall not give either party a cause of action against the other party.

ACCEPTED AND AGREED:

AMERICAN GONDOLA, INC.

By: Kenneth W. Thornton 12-8-2016
Name: Ken Thornton, Dated
Title: Vice President, Marketing/Secretary

By: 12-8-2016
Name: Jeffrey E. Green Dated
Title: President/General Counsel

CITY OF BRANSON

Karen Best, Mayor Date

ATTEST:

Lisa K. Westfall
City Clerk

APPROVED AS TO FORM:

Leland L. Gannaway
Leland L. Gannaway
Attorney for City of Branson

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**EXTENSION OF ORDINANCE NO. 2016-0183 RELATING TO THE SEVERANCE, AMENDMENT AND RESTATEMENT OF THE MASTER LEASE BETWEEN THE CITY OF BRANSON AND HCW DEVELOPMENT COMPANY, LLC.**
DATE:	**DECEMBER 13, 2016**
INITIATED BY:	**CITY CLERK**

STAFF REPORT:

This staff report is for Items 33, 34, 35 and 36.

Ordinance Numbers 2016-0183, 2016-0184, 2016-0185 and Bill Number 5092, which were passed previously by the Board need an extension of time for the execution of the documents. HCW Development Company has stated 90 days would be appropriate. This would allow for the documents to either be executed prior to March 14, 2017 or be on the March 14, 2017 agenda further action by the Board.

PROPOSED MOTION:

Move for extension of time.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**EXTENSION OF ORDINANCE NO. 2016-0184 RELATING TO A FIRST AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE CITY AND THE EMPIRE DISTRICT ELECTRIC COMPANY.**
DATE:	**DECEMBER 13, 2016**
INITIATED BY:	**CITY CLERK**

STAFF REPORT:

See staff report for Item 33.

PROPOSED MOTION:

Move for extension of time.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**EXTENSION OF ORDINANCE NO. 2016-0185 RELATING TO AN ESTOPPEL AND AGREEMENT AMONG THE CITY OF BRANSON, HCW DEVELOPMENT COMPANY, LLC, HCW PRIVATE DEVELOPMENT COMPANY, LLC AND CANTOR COMMERCIAL REAL ESTATE LENDING, L.P.**
DATE:	**DECEMBER 13, 2016**
INITIATED BY:	**CITY CLERK**

STAFF REPORT:

See staff report for Item 33.

PROPOSED MOTION:

Move for extension of time.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **EXTENSION OF BILL NO. 5092 RELATING TO SIX SEPARATE SEVERED, AMENDED AND RESTATED BRANSON LANDING LEASES.**

DATE: **DECEMBER 13, 2016**

INITIATED BY: **CITY CLERK**

STAFF REPORT:

See staff report for Item 33.

PROPOSED MOTION:

Move for extension of time.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **APPOINTMENTS.**

DATE: **DECEMBER 13, 2016**

INITIATED BY: **OFFICE OF THE MAYOR**

CITY ADMINISTRATOR RECOMMENDATION:

N/A

STAFF REPORT:

This appointment process is in accordance with the Board and Committee Appointments Procedure.

CATEGORY 5
(Appointments requested by another agency)

Tri-Lakes Biosolids Coalition:

These staff members have been selected by the Utilities Director to represent the City as a member and alternate on the Tri-Lakes Biosolids Coalition.

Mike Ray - Appointment to the Tri-Lakes Biosolids Coalition with a term expiring December 2017.

Loretta Bishop - Appointment as an alternate on the Tri-Lakes Biosolids Coalition with a term expiring December 2017.

Branson Commerce Park CID:

This committee member has been requested by the Branson Commerce Park CID to be appointed to their CID Board.

Timothy Jury - Branson Commerce Park CID replacing Greg Storm with a term expiring January 2020.

PROPOSED MOTION:

Move to vote on all other appointments individually. (Board votes).

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION: Branson Commerce Park Certificate of Qualifications

BRANSON COMMERCE PARK COMMUNITY IMPROVEMENT DISTRICT

CERTIFICATE OF QUALIFICATIONS
OF
CANDIDATE FOR
BOARD OF DIRECTORS

In connection with my appointment as a director to the Board of Directors of the Branson Commerce Park Community Improvement District (the "**District**"), the undersigned hereby affirms that the following are true and correct as of the date set forth below:

1. The undersigned is a citizen of the United States;
2. The undersigned is at least 21 years of age as of the date set forth below;
3. The undersigned is the designated representative of the fee simple owner of the property located in the District having the legal description set forth on Exhibit A attached hereto **[See attached signed designation by fee simple owner.]**
4. The undersigned has resided in the State of Missouri for at least one year before the date set forth below.

Dated: NOVEMBER 23, 2016

Name: Timothy G. Jury

STATE OF Missouri)
)ss.
COUNTY OF Jackson)

SHERRI A. WILLIAMS
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission # 14908967
My Commission Expires Dec 20, 2018

On this 23 day of November, 2016, before me, SHERRI A WILLIAMS, a Notary Public in and for the State of Missouri, personally appeared Timothy G. Jury, known to me to be the person who executed the foregoing Certificate of Qualifications of Candidate for Board of Directors and acknowledged that he/she executed that document for the purposes therein stated.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

My Commission Expires:

Dec. 20, 2018

EXHIBIT A
TO
BRANSON COMMERCE PARK COMMUNITY
IMPROVEMENT DISTRICT
CERTIFICATE OF QUALIFICATIONS OF CANDIDATE FOR
BOARD OF DIRECTORS

Legal Description of Real Estate in the District

- Lot 141R in the Amended Plat of Branson Commerce Park, according to the recorded Plat in Book/Slide J, Pages 542-553, in the Office of the Recorder of Taney County, Missouri

BRANSON COMMERCE PARK
COMMUNITY IMPROVEMENT DISTRICT

DESIGNATION OF PROPERTY OWNER'S REPRESENTATIVE

Jury Industries, LLC, a Kansas limited liability company ("**Owner**") is the owner of the fee interest in the real property described on **Exhibit A** attached hereto (the "**Property**"), located in the Branson Commerce Park Community Improvement District (the "**District**"), Branson, Taney County, Missouri. The undersigned states that he is a representative of the Owner having the title set forth below and is duly authorized to sign this Designation on behalf of the Owner. The Owner hereby designates Timothy G. Jury as its legally authorized representative for purposes of serving on the District's Board of Directors.

Date: NOVEMBER 23, 2016

OWNER:

JURY INDUSTRIES, LLC

By: Timothy G Jury

Name: Timothy G. Jury

Title: Manager

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

SHERRI A. WILLIAMS
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission # 14906967
My Commission Expires Dec 20, 2018

On this 23 day of November, 2016, before me, SHERRI A. WILLIAMS, a Notary Public in and for the State of Missouri, personally appeared Timothy G. Jury, the Manager of Jury Industries, LLC, known to me to be the person who executed the foregoing Designation of Property Owner's Representative on behalf of that entity and acknowledged to me that he/she executed that document for the purposes therein stated.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Sherri A. Williams
Notary Public

My Commission Expires:

Dec 20, 2018

EXHIBIT A
TO
DESIGNATION OF PROPERTY OWNER'S REPRESENTATIVE

Legal Description of Real Estate in the District

- Lot 141R in the Amended Plat of Branson Commerce Park, according to the recorded Plat in Book/Slide J, Pages 542-553, in the Office of the Recorder of Taney County, Missouri